

1905-025 Chancery Causes: Admx. of G. H. Ely vs. F. A. Munsey &
Lee Co.

Folder 1 of 2

Woodward, Blankenship, Roberts, Garrett, Martin, Gregory,
Orr, Ewing, Crowell, Grabeel, Chicago Building & Manufacturing Co],
Coulk, Coulk & Orr], Turner

CA-Debt
T-Property

-Deed

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County:

Humbly complaining your oratrix Lydia M. Ely, administratrix of the estate of her deceased husband, the late G. H. Ely, would respectfully represent and show unto your honor that during the life time of her said husband, to wit, on the 16th day of June, 1898, he recovered a judgement in the Circuit Court for Lee County for the sum of \$600.00, with legal interest on \$155.18 from the 25th day of March, 1896, and on \$23.97 from June the 8th, 1896, and on \$426.85, from June 9th, 1896, untill paid, and \$34.54 for costs; ^{(as will fully appear by "Exhibit A"} ~~that from the judgement~~ ^{here filed as part of this bill)} ~~said judgement~~ against M. E. Woodward, G. W. Blankenship and F. A. Munsey; that the said defendants prayed for and obtained an appeal to the Court of Appeals of Virginia, and while same was pending the said G. H. Ely died, and said defendants had said suit revived in the name of your said oratrix; that on the 21st day of June, 1900, the said Court of Appeals affirmed the said judgement of the lower court and gave your said oratrix judgement for \$30.00 damages and \$21.43 costs, as will appear by a copy of the order entered in the said cause, here filed as part of this bill and prayed to be taken as part thereof, and here marked "Exhibit B"; That on the 8th day of August, 1900, F. A. Munsey paid your oratrix the sum of \$413.69, being one half of the amount of the judgement, interest and cost accrued to that date; that the remainder of the said judgement as aforesaid is still due and owing to your said oratrix.

Your oratrix will further represent and show unto your honor that the said G. W. Blankenship is insolvent; that M. E. Woodward ~~xxx~~ is a non resident of this State but that she is the owner of a ^{1/4} interest in a one half undivided interest in the land that was conveyed by John W. Mullin and wife to F. A. Muncy and Catherine Muncy, as will appear by a copy of said deed here filed as "Exhibit D"; Catherine Munsey was the mother of the said M. E. Woodward and departed this life several years ^{intestate} ago leaving her husband and 9 children, of whom the said M. E. Woodward was one; but your oratrix is advised that there are other judgements against the said

M.E.Woodward that are older and prior to the judgement of your said oratrix.

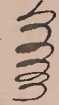
Your oratrix will further represent and show unto your honor that the said F.A.Munsey is the owner of certain lands situated in Lee County, to wit, 1st, a lot of land that was conveyed to him by Josephus Grabeel et al, by deed dated the 8th day of Sept. 1864, recorded in deed book 15 page 323, a copy of which is here filed as "Exhibit C" and prayed to be taken as part of this bill; 2nd a tract of land that was conveyed to him by John W. Munsey, as described in "Exhibit F"; 3rd an interest in and to the rents of ~~a one half of~~ the land that said F.A.Munsey conveyed to his son J.F.Munsey, in which he reserved to himself a right to the rents and profits of the place during his life time, as will appear from "Exhibit E", here filed as part of this bill.

The premises considered your orator is, therefore, advised that she is entitled as the administratrix to have the lien of her said judgement enforced against the property of the said F.A.Munsey and M.E.Woodward, that she is remediless save in a court of chancery, and that she has a right to have here cause heard in this honorable court and such relief granted as the nature of her cause demands.

The prayer therefore of your oratrix is that the said G.W. Balankenship, M.E.Woodward and F.A.Munsey be made parties defendant to this bill of complaint, that they each be required to answer the same, but not under oath, that being specially waived; that a commissioner be appointed to ascertain all the liens against the lands of the said defendants and their priorities; and that upon a report and ascertainment of said liens a decree be rendered directing sale of such of said lands as may be necessary to pay said judgement, interest^{-st} and costs of this suit; and that all other general and special relief be granted your oratrix that the nature of her cause and good conscience may sanction, and she will ever pray &c.

Lidia M.Ely, Administratrix of the
estate of G.H.Ely.

M.G.Ely and Pennington Bros., her attorneys.

Lidia M. Eley Adams.
vs  District of Columbia
F. A. Munroe vs.

E. W. PENNINGTON.

ROBT. L. PENNINGTON.

Pennington Bros.
ATTORNEYS AT LAW,
JONESVILLE AND PENNINGTON GAP, VA.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County:

The amended and supplemental bill of your oratrix Lydia M. Ely, Administratrix of the estate of Geo. H. Ely dec'd, to her original bill filed in this honorable Court at the 2nd Feb. Rules 1902 against G. W. Blankenship, F. A. Munsey and M. E. Woodward.

Humbly complaining your oratrix, Lydia M. Ely, would respectfully represent and show unto your honor that at the 2nd Feb. Rules 1902 she filed her original bill in this honorable Court against F. A. Munsey, G. W. Blankenship and M. E. Woodward, having for its object the enforcement of a lien of your oratrix decedent against the real estate of M. E. Woodward, and F. A. Munsey, and alleging the insolvency of G. W. Blankenship; and your oratrix here prays that ^{said} original bill be here considered as fully as if set out at length herein. .

There were no answers filed by any of the said defendants to said original bill, and the same was taken for confessed, and A. M. Goins was appointed a special Com'r to ascertain and report to this court the liens existing against the real estate of F. A. Munsey and M. E. Woodward and the priorities. Said Com'r made his report thereon and filed the same in this cause on the 24th day of Sept. 1901, and at the following Nov. term of your honor's Court the said report was confirmed and a Com'r appointed and directed to make sale of the interest of M. E. Woodward in a certain tract of land and to rent the lands of F. A. Munsey for the remainder of the liens.

Now, it will be seen from the statements of foregoing bill that it is alleged that M. E. Woodward is a non-resident and that she is the owner of a 1/9 interest in a 1/2 of the land owned by Catherine and F. A. Munsey, subject to the life estate of F. A. Munsey therein, the said statement should have been 1/8 interest in 1/2 of the said lands.

It will be seen that said bill states that on Aug. 8th 1900 F. A. Munsey paid your oratrix \$413.69 (which was about 1/2 of the said judgement) that G. W. Blankenship was insolvent and nothing could be made out of him, & your oratrix alleges that the balance of said judgement is still due & unpaid.

The said judgement was rendered upon a bond in which M. E. Woodward was principal and G. W. Blankenship and F. A. Munsey were sureties,

(2)

and your oratrix is advised that after the land of M.E.Woodward is sold that said Blankenship and Munsey should pay the remainder thereof ratably; if both have property out of which said debt can made; that as the said F.A.Munsey has paid about 1/2 of said judgement, the said G.W.Blankenship's property, if any he has, should be first sold. Your oratrix has been informed, by the said F.A.Munsey, that she was mistaken in her bill in saying G.W.Blankenship has no property in this County.

She will now aver and show unto your honor that the records of the County Court at the time of the rendition and docketing of said judgement, showed that the said Blankenship was the owner of the following tracts of lands, viz:

1st, A 1/2 undivided interest in a tract of land conveyed by Henry Marshall (Col.) to G.W.Blankenship and E.W.R.Ewing by deed of Dec. 4, 1894, as will appear by copy of said deed here filed as exhibit "(1)"

2nd, A tract containing 2 acres situated in the Pockett and conveyed to the said G.W.Blankenship by deed from James Sarver dated 14th day of Aug. 1894, as will appear by copy of said deed here filed as exhibit (2).

3rd, A tract of land purchased by said G.W.Blankenship from Mat Sims (Col) and conveyed to said Blankenship by said Sims and C.T. Duncan, as will appear from the records of said County Court.

Your oratrix will further represent and show unto your honor that by deed dated the 11th day of Sept. 1893, the said G.W.Blankenship and wife conveyed this tract of land to Alex.Martin (Col) as will appear by a copy of said deed here filed as part of this bill as exhibit No."3", but which deed your oratrix alleges was not recorded until the 5th day of Jan. 1899, which your oratrix alleges was after the date of the rendition and docketing of said judgement.

4th, A tract of land bought by the said G.W.Blankenship at a judicial sale made by E.W.R.Ewing in the chancery cause lately pending in your honor's court styled Martha J.Hutton vs. William Hutton, as will more fully appear by the deed of E.W.R.Ewing, Comr. to G.W.Blankenship on

(3)

record in the office of the Clerk of the County Court.

Your oratrix will further represent and show unto your honor that by deed dated the 8th day of March 1897, the said G.W. Blankenship conveyed the said tract of land to W.F. Gregory (meaning W.F.A. Gregory) but said deed was not recorded until the 4th day of April 1901, as will appear by a copy of said deed here filed as exhibit "(4)", which recodation your orator alleges was after the date of said judgement and the docketing of the same.

5th, A 1/2 undivided interest in a 54 acre tract of land sold to G.W. Blankenship in the chancery cause of A.J. Harris v.s W.F. Delph by E.W.R. Ewing Com'r and deeded to said Blankenship by said Ewing Com'r by deed dated the 14th day of Nov. 1895, as will appear by a copy of said deed here filed as part of this bill marked exhibit "(5)".

Your oratrix will further represent and show unto your honor that the other 1/2 interest in said land was owned by Mrs. Delph, and that after said sale said Mrs. Delph and Blankenship made a voluntary ²partition of said land, but your oratrix can not find the deed of ^{or}partition on record.

Your oratrix will further represent and show unto your honor that G.W. Blankenship made a parole sale of said tract of land, or his interest therein, to John Roberts, but your oratrix alleges that no title has ever passed from said G.W. Blankenship or if it has that the same has never been recorded and is, as your oratrix is advised, void, as to her said judgement.

Your oratrix will further represent and show unto your honor that said G.W. Blankenship also owned 2 other tracts of land, on which the judgement of your oratrix is a lien, for which he has paid but not received a deed of conveyance, to wit:

1st, A tract which he purchased from J.A.G. Hyatt ^{by title com B-} situated a few miles eastward of Jonesville, which said tract of land the said Blankenship afterward sold to M.B. Garrett, but said Blankenship never did make any conveyance to said Garrett, nor did said Hyatt ever make said Blankenship a deed therefor, but your oratrix is informed that since

(4)

the rendition and docketing of the judgement of your oratrix, the said Hyatt has recently made a deed to said M.B. Garrett, but your oratrix is advised that said deed is void as to the said lien or judgement of your oratrix.

2nd, The said G.W. Blankenship bought another tract of land from S.E. Turner, but said Turner never conveyed the same to said Blankenship though said Blankenship paid for same and took possession thereof. The said Blankenship afterwards sold the said tract to Norman W. Gregory, but has made said Gregory no conveyance.

Your oratrix does not allege, however, that she can subject said tract to her judgement, because she is informed that there are judgements against S.E. Turner which, on account of there being no conveyance to said Blankenship, attach as a lien thereon, which judgements your oratrix is informed exceed in amount the value of said tract of land.

Your oratrix will further represent and show unto your honor that on the 14th day of Dec. 1897, G.W. Blankenship was the owner of a certain tract or parcel of land known as the "homeplace" on which his father C.C. Blankenship, Sr., resided and subject to the life estate of said C.C. Blankenship thereon. At this time, as last aforesaid, the said G.W. Blankenship was security on said bond above referred to, and suit had been brought against him and said Munsey and said Mrs. Woodward to recover judgement thereon, and the said G.W. Blankenship in order to hinder, delay, and defraud the decedent of your oratrix in the collection of his said debt, made a voluntary conveyance to C.C. Blankenship Jr. and Emma C. Blankenship. Your oratrix alleges that said conveyance was without consideration, *deemed valueless in law,* and was made expressly to defeat the collection of the said debt, or to hinder, delay and defraud the said G.H. Ely in the collection thereof.

Your oratrix alleges that the said C.C. Blankenship and Emma Blankenship were privy to said fraud in the acceptance of said deed and allege that they have never paid anything for said land as stipulated in said deed. A copy of said deed is here filed as exhibit "(6)".

Your oratrix will further represent and show unto your honor that

(5)

said G.W.Blankenship and C.C.Blankenship and wife Emma Blankenship became alarmed at the state of the title to said land, fearing the same would be attached as voluntary and fraudulent, and on the 12th day of Jan. 1899, the said C.C.Blankenship and Emma C.Blankenship executed a deed of trust to J.W.Orr, trustee, to secure a pretended debt to J.T.Blankenship of \$818.00. Your oratrix avers that no such debt existed for said sum of money nor for any other sum from C.C. Blankenship Jr. and G.W.Blankenship to J.T.Blankenship, but said deed was made to further carry out the fraud begun by the first conveyance and to hinder and delay in the collection of said debt due said G.H.Ely, (now deceased). A copy of said Deed of Trust is here filed as exhibit "(7)".

Your oratrix will further represent and show unto your honor that said lands will not rent for a sum sufficient ^{in 5 years} to pay all the judgement liens against the said G.W.Blankenship.

Your oratrix is therefore advised that she has the right to amend this bill and bring before the Court said lands and the parties interested therein; to have the same sold before proceeding to sell other lands of F.A.Munsey, to have any of said deeds of conveyances set aside, as were made after said judgement was rendered and docketed or such as were made before, which were not recorded until after said judgement was docketed, and to enforce any conveyance to said Blankenship of any contract of purchase where the purchase price has been paid and no conveyance made, ^{& to set aside said voluntary conveyances to C.C. & Emma C. Blankenship}

Your oratrix will further represent and show unto your honor that J.T.Blankenship, M.E.Woodward and W.F.A.Gregory are non-residents of the state of Virginia.

The prayer, therefore, of your oratrix is that G.W.Blankenship, C.C.Blankenship, Jr., Emma Blankenship, J.T.Blankenship, W.F.A.Gregory, N.W.Gregory, Alex.Martin (Col), John Roberts, M.B.Garrett, F.A.Munsey, and M.E.Woodward be made parties to this amended bill and be required to answer the same but not under oath, that being waived, that an order of publication be made, posted and published for said non-res-

(6)

idents defendants as the law requires in such cases, that the said deed of G.W.Blankenship and wife to Alex.Martin (Col) be set aside as to the said debt of your oratrix, that said deed of G.W.Blankenship and wife to W.F.Gregory be also set aside for the cause set out herein, as to the lien of said judgment; that the parole sale to John Roberts be set aside and declared for naught as to the lien of said judgement for the reasons set out above; that the sale of conveyance made to M.B.Garrett be set aside and vacated and held for naught as to the lien of said judgement for the reasons herein-before set out, that said conveyance to C.C. and Emma C, Blankenship and the said Deed of Trust to J.W.Orr, Tr., be set aside and held for naught for the reasons herein-before set out, that your oratrix judgement be declared a lien against any and all of said tracts of land herein-before set out and on which your oratrix has alleged a lien; that a sale of the same, or enough thereof to satisfy your oratrix debt, be made and the proceeds applied as the Court may direct, that all other further and general relief be granted your oratrix that the nature of the cause and good conscience may direct, and she will ever pray &c.

M. G. Ely & P. H. P. Pro p.q.

Lizdine M. Ely, Admstr.

vs. $\frac{3}{4}$ Alameda
Bill

J. A. Munsey & Co.

1902, 2nd Feb'y rules ^{granted} Bill
filed. Spa executed on
home debts & O.P. for
non residents & D. N.
" 1st March rules held.
the last Monday in
Feb'y O.P. Complete &
D. N. Confirmed & Cause
set for hearing.

F. W. PENNINGTON

ROBT. L. PENNINGTON

Pennington Bros.

ATTORNEYS AT LAW.

JONESVILLE AND PENNINGTON GAP VA

To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee Co.:

Humby complaining your oratrix, Lydia M. Ely, would respectfully represent and show unto your honor that heretofore she filed in your honor's court her original bill against F.A. Munsey, G.W. Blankenship, M.E. Woodward, and John Woodward, that she afterward filed her amended and supplemental bill against the same parties and in addition thereto the following named parties, viz, G.C. Blankenship, Emma Blankenship, J.T. Blankenship, W.F.A. Gregory, N.W. Gregory, Alexander Martin, Col., John Roberts, and M.B. Garrett, which said bills and amended bill your oratrix pays to be here considered as if set out at length. The object of the said original bill was to enforce the judgement lien of the plaintiff as administratrix of her husband's estate, G.H. Ely, against the lands of the said F.A. Munsey; it was alleged in the said bill that the other defendants against whom the judgement was rendered, G.W. Blankenship, M.E. Woodward, and J.W. Woodward, were insolvent and had no effects out of which could be made any part of the said judgement, notwithstanding it was admitted by your said ~~XXXX~~ oratrix that the said F.A. Munsey had paid one half of the said judgement. It developed, however, after said original bill was filed and the said allegations had been made that the said G.W. Blankenship was, or had been the owner of certain land against which the said judgement lien of the said plaintiff attached, she therefore, in justice to the said Munsey undertook to do what equity would have compelled her to do, ^h exhaust her remedy against the said Blankenship lands. She therefore amended her bill and made the said additional parties defendants to the said bill with appropriate allegations as to the facts concerning each tract of land subject to the said lien. The said cause upon the allegations made in said original and amended bill was answered by several of the parties and the case referred to A.M. Goins special commissioner, to ascertain the facts in dispute and to ascertain and report the lien indebtedness against the said F.A. Munsey, G.W. Blankenship and M.E. Woodward, which was done, and the case came on again for hearing at the Novemner term of your honor's court (1902), and a decree was rendered directing the sale of

certain of the lands.

It has now been ascertained since the filing of the said amended bill that on the _____ day of _____, 1895, G.W. Blankenship and E.W.R. Ewing purchased at a public judicial sale made of the lands of M.D. Richmond, in the chancery cause of Cowan McClung and Co v Sewell and Richmond, admrs. et al, a certain lot of land situated in the town of Jonesville and being the western half of lot #5, in the town of Jonesville, on the south side of main street, and which lies between the stone house and R.L. Pennington's law office. The said sale was made by J.W. Orr and H.C.T. Richmond, commissioners. Your oratrix here files with this bill an extract from the report made showing the said sale to the said Ewing and the said Blankenship. See exhibit "AA" By another report filed in the said cause it is shown that J.W. Orr paid the purchase money on the lot and the court in said cause ordered a deed to be made to the said Orr. An extract from the said report and said decree are here filed as exhibit "BB". In pursuance to the said order G.W. Blankenship was appointed a special commissioner and directed to make a deed conveyig said lot of land to the said J.W. Orr. * The said Blankenship did make the said deed and the same was confirmed by the court. A copy of the said deed is here filed as part of this bill as exhibit "CC". At the said sale made by said Orr and Richmond to the said Blankenship and Ewing the said purchasers at said sale agreed to pay te sum of \$275.00, the said purchasers paid down the sum of \$_____, and executed their notes with surety for the remainder as specified by the said report above refered to. It will be seen from the foregoig statement of facts that the said Blankenship and Ewing acquired in the said lot of land the equitable ownership of the property, and tis equitable ownership has never passed out of them by any writing, if so the same has never been placed upon record. It also follows that creditors of said Blankenship and Ewing would have a right to subject any interest they may own in said

land.,

In this suit there has been shown to exist a number of judgements against G.W.Blankenship, and your oratrix here deems it unnecessary to repeat them here, but refers to the report of the Commissioner A.M.Goins filed in this cause. Your oratrix will represent and show unto your honor that on the _____ day of _____, Josephus Grabeen obtained a judgement against E.W.R.Ewing for the sum of \$525⁰⁰, with interest thereon from the 20th day of Aug., 1894., till paid and \$18⁹⁰ costs, as will appear from a transcript from the Judgement Lien Book, here filed as part of this bill and prayed to be taken part thereof (See exhibit Lien #1); that on the _____ day of _____ The Chicago Building and Manufacureing Company (a corporation) obtained a judgement against the said E.W.R.Ewing, in the circuit court for Lee County for the sum of \$50.00, with interest thereon from the 1st day of March, 1896, till paid and \$9²⁵ costs, which said judgement was duly docketed in the county court in Lien Book 1#3 page _____; (see exhibit Lien #2). Your orator here avers and will show unto your honor that there are no other judgement liens against the said E.W.R.Ewing, and that there has been ~~nothing~~ nothing paid upon either of the said judgements; that the said E.W.R.Ewing is the owner of a one half undivided interest in a tract of land conveyed jointly to the said E.W.R.Ewing and the said G.W.Blankenship, which has been reported in this cause and a sale ordered of the interest of the said Blankenship; that the said real estate and interest in real estate which said Ewing owns will not rent for a sum sufficient to pay all the judgement liens against the same in five years exclusive of the other liens.

Your oratrix will further represent and show unto your honor that the said James W.Orr has sold and conveyed said western half of lot #5, to W.S.Crowell, as will appear from a copy of the said deed here filed as part of this bill marked exhibit J.W.O.

The premises considered your oratrix is advised that the said

Judgement lien creditors of the said G.W.Blankenship and E.W.R.Ewing have a lien on the said lot of land according to the date of the priorities of their judgements,as set forth in the said report of the said Goins Commissioner as to said Blankenship,and as set forth as above as to the said E.W.R.Ewing.

The prayer therefore of your oratrix is that G.W.Blankenship, E.W.R.Ewing,James W.Orr,W.S.Crowell,Josephus Grabeel and the Chicag Building and Manufactureing Company be made parties defendant to this bill of complaint,and be required to answer this amended and supplemental bill,but not under oath,that being expressly waived;that upon a hearing a decree be rendered,fixing the rights of J.W.Orr under the deed made to him by the court in the said cause of Cowan McClund and Co.v Sewell and Richmond,et al,and fixing the priorities of the several judgement lien creditors both of the said Blankenship and the said Ewing; That a sale be awarded of the said lot on such terms as the court may directmthat a sale be ordered of the said one half undivided interest of the said Ewing in the said Henry Marshall tract of land. And may all other furth and general relief be granted your oratrix and all other creditors of said Blankenship and Ewing who will come into this suit and contribute to the expense thereof,as the nature of their cause and good concience requires,and she will ever pray &c.

Elly Huntington Bros

O.D.

Plffs Costs

Clerk 7.41
Shff .50
Printer 7.00
Co Clerk 1.00

18.91

Comm 17.60

33.51

21.35

12.16

10.00

22.16

430.00

33.51

396.49

Lillian M. Ely -
Plaintiff

vs 3 Alameda
Bill

F. A. Munsey et al.

1903 1st February rules

Bill filed Spa accepts
by home Defts + O.P.
for non resident + D.N.

" 2nd Febry rules O.P.

Complete D.N. Confirmed
+ Cause set for hearing

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

Humbly complaining your petitioners, A.W.Coult and W.E.Orr, late partners in trade under the style and firm name of Coult & Orr, would respectfully represent and show unto your Honor that before one of the Justices of the peace of Lee County on the 22nd day of May, 1897, they obtained a judgment against one S.E.Turner for the sum of \$16.32, with interest thereon from the 1st day of January, 1896, until paid, and \$1.25 costs; that on the 24th day of May, 1897, said Judgment was docketed in the Clerk's Office of the County Court of Lee County, in Judgment Lien Docket No.3, page 159, as will more fully appear from a certified transcript from said Judgement Lien Docket, herewith filed as a part hereof, marked "Exhibit A"; that the said judgment or any part thereof has never been paid, but the same and every part thereof is still due and owing to your petitioners.

Your petitioners will now show your Honor that the said S.E. Turner became the owner, by descent, as heir at law of one Joel Turner, deceased, of a certain tract, parcel or lot of land in Lee County, Virginia, lying and being on the Chestnut Ridge about 10 miles west of the town of Jonesville and containing abot 5 acres more or less, the same having been assigned to said S.E.Turner in a suit in chancery lately depending in your Honor's Court, entitled Emily J. Harber and others vs. R.D. Flanary admr. et als., in which suit the lands of the said Joel Turner, deceased, were partitioned among the heirs at law to whom the same descended.

Your petitioners will now show your Honor that there is no deed of conveyance, or contract for any deed of conveyance, from the said S.E.Turner to any person whosoever, of record in the Clerk's Office of the County Court of Lee County, and that so far as said records show the right and title to said land is still in said S.E.Turner but your petitioner will here state to your Honor that they have been

informed and they here allege, that the said S.E.Turner did, some several years ago, sell and convey said tract of land to one George W.Blankenship, but the exact date of said sale and conveyance petitioners are unable to state because of the fact that they have not access to said deed, and the same has never been recorded as required by law; and petitioner are further informed and allege that said Blankenship sold said tract of land to one N.W.Gregory, who now occupies and has possession of the same, but your petitioners are advised that said Blankenship has never made to said Gregory any deed of conveyance for said land.

Your petitioners will now show your Honor that at the 2nd February Rules, 1901, of your Honor's Court, one Lydia M.Ely, Administratrix of the estate of Geo.H.Ely, deceased, filed her original bill against one F.A.Munsey et al in Chancery in this Honorable Court, the object of which bill is to subject to the payment of a certain judgment against M.E.Woodward, G.W.Blankenship and F.A.Munsey, which is therein fully set out and described, the lands of said M.E.Woodward and F.A.Munsey; that at the 2nd February Rules, 1902, said plaintiff aforesaid filed her amended and supplemental bill in said suit, in which she sets out and describes several tracts of land which are now owned, or were formerly owned, by said G.W.Blankenship, charging that the judgment of her said decedent is a lien thereon, and praying that said several tracts be sold and the proceeds of said sales be applied to the payment of her said judgment. Among said tracts of land so set out and described in said amended and supplemental bill is the tract of land herein described as having descended to said S.E.Turner, and by him conveyed to said Blankenship and by said Blankenship sold to said N.W.Gregory, but said plaintiff does not allege that she can have said land subjected to the payment of her said judgment, but on the contrary states that she is informed that there are judgments against said S.E.Turner, which attach as liens thereon and which exceed in amount the value of said tract of land.

Your petitioners are informed, believe and here charge that their said judgment aforesaid is a binding and enforceable lien against said lands; that there are no other liens against said lands as the lands of said S.E.Turner; that as to all the judgments against said Blankenship their said judgment is first in point of priority; that the deed of conveyance for said land from said S.E.Turner ^{to G.W. Blankenship} is void as to their said judgment, because the same has never been properly recorded as required by the laws of the State of Virginia; that the sale from the said Blankenship to the said N.W.Gregory is likewise void because the same has not been reduced to writing, nor recored in the Clerk's office as required by law; that petitioners are entitled to have said land sold and the proceeds of said sale applied to the payment of their said judgment; that said lands will not rent for enough in five years to pay off said judgment; that the said S.E.Turner is a non-resident of the State of Virginia.

The prayer therefore of your petitioners is that, that S.E. Turner, G.W.Blankenship and Lydia M.Ely, Admx. of the estate of G.H.Ely, deceased, be made parties defendant to this petition, and that they answer the same, but not under oath as answer under oath is expressly waived; that they be allowed to come into said suit of Lydia M.Ely, Administratrix &c. vs. F.A.Munsey et al and have the lien of their said judgment enforced against said land therein; that order of publication be made, published and posted against said S.E.Turner, the non-resident defendant; that upon a final hearing said sale and deed from said S.E.Turner to said G.W.Blankenship, and said sale from said G.W.Blankenship to said N.W.Gregory of said land, be set aside and declared void as to their said judgment; that said tract of land, or so much thereof as may be necessary, be decreed to be sold, and the proceeds thereof appiled to the payment of their said judgment and costs and the commissions of sale; and for full general relief. And they will ever pray &c.

A. L. Woodward P.Q.

Lydia M. Ely, Adm'r.

vs. { Petition of
Coul & Orr

F. W. Munsey et al.

Filed March 4th 1902

A. B. Munsey Clerk

To The Honorable H. A. W. Stuen Judge
of the Circuit Court of Lee County Va.

The separate answer of J. H. Orr to an
amended bill exhibited against him and others
by Lydia M. Ely. Respondent seeing
the benefit of all proper exceptions
that may be had or taken to said bill
for its many errors of law and fact
for answers thereto or to so much thereof
as he is advised it is material for
him to answer, answering he says.

That he supposes the said Complain-
ant has correctly set out the steps taken
by her to collect her judgment by her
original and amended bills, and
the results of the same, but however
this may be, this respondent is
advised that he is in no way af-
fected thereby.

It is further true that in the Chan-
cery cause lately and now pend-
ing in the Circuit Court of this
County a certain lot situated in
the town of Jonesville, being the Wes-
tern half of lot No 5 in the plan of
said town was sold as part of the
estate of the late M. D. Richmond
deceased and it is true that at
said sale E. H. B. Ewing and L. W.

Blankenship became bidder for
said lot. Their said bid was accepted
and confirmed to them. Your res-
pondent will now show your Honor
that shortly after the acceptance of
said bid and the confirmation of
said sale to said bidder, They sold
and transferred their bid, and
their interest in said lot to your
respondent and he paid the entire
purchase price of said lot, that
is the entire amount bid by said
purchaser of said lot. These facts
your respondent who was the
active commissioner who sold said
lot reported these facts to the Court
and the Court ordered a deed made
to him for said lot which was after
words done and the same was
duly confirmed. The bid of said
Erving & Blankenship for said
lot is truly stated to have been
\$275⁰⁰ but it is not true that they
paid down any part of the pur-
chase money. Your Respondent
being the Commissioner as afore-
said accounted for the sum re-
quired to be paid down, that is he
paid it for said bidder

Your respondent denies that said
bidders, Ewing and Blankenship
ever became, the beneficial equitable
owners of said lot of land, or
that they ever had, or now have
any such beneficial interest in
said lot of land, to which the lien
of a judgment can or did attach.

Respondent has no personal
knowledge of any judgment against
either Ewing or Blankenship and
he therefore neither admits or
denies them but he denies that
said judgments or either them
are liens upon said lot.

The reports of the Commissioners who
sold said lot, to the Court from time
to time, and the decrees confirming
the same, and the deed from George
W Blankenship comes to your respondent
for said lot, are here referred to as part
hereof, and copies will be filed if ne-
cessary. And now having answered your
respondent prays to be hence dismissed
with his reasonable costs.

C. S. Duncan,
Geo P Credlin. } for
Defl.

Lydia M. Ely Adm^r
vs. { Int Chy.

F. A. Munsey et al

Answer of J. W. Orr.

Filed in open Court
and by leave thereof
March 11, 1903.

A. B. Munsey Clerk

To the Honorable H. A. W. Skeen,

Judge of the Circuit Court of Lee County, Virginia:

The answer of G. W. Blankenship to a bill filed in this honorable court against him and others by Lydia M. Ely, Administratrix &c.

Your respondent, saving the benefit of all such exceptions as may be had or taken to said bill for its errors of law and misstatements of facts, for answer thereto, or to so much thereof as he is advised it is material or necessary for him to answer, answering says:

That it is true that on and prior to the 14th. day of December, 1897, he was the owner of a certain tract or parcel of land on which his father, C. C. Blankenship, Sr., then resided, known as the home place, which tract of land was subject to the life estate of his said father therein. It is also true that at this time your respondent was security on the debt or bond upon which the husband of the complainant afterwards obtained the judgment in the bill mentioned. And it is true that on said 14th. day of December, 1897, your respondent and his wife, Mary E. Blankenship, conveyed the said tract of land to C. C. Blankenship, Jr. and Emma C. Blankenship, his wife, for the consideration mentioned in said deed of conveyance, but your respondent denies that said conveyance was without consideration deemed valuable in law, and he denies that said conveyance was made expressly to defeat the collection of ~~his~~ said debt, or any part thereof, or to hinder, delay and defraud the said G. H. Ely in the collection of his said debt, or any part thereof, or that said conveyance was made for the purpose of hindering, delaying or defrauding any of his creditors in the collection of their debts. Your respondent will now show your Honor fully and correctly how the said transaction was with reference to the sale of said tract of land by him to the said C. C. Blankenship, Jr. and wife.

Some time prior to the 14th. day of December, 1897, your respondent and his brother, the said C. C. Blankenship, Jr., were engaged in business in Jonesville, Virginia, and to carry on their said business they borrowed from their brother, J. T. Blankenship, who lived in Idaho, \$600.00, and your respondent borrowed from the said J. T. Blankenship \$200.00, for which the said C. C. Blankenship, Jr., became his security, and upon the winding up of the said partnership business your respondent became bound to settle the said entire indebtedness to said J. T. Blankenship, including both the partnership debt and your respondent's individual indebtedness, and the said J. T. Blankenship, on or about the 14th day of ~~January~~ *December*, 1897, requested payment of said indebtedness, and your respondent not being then able to make said payment, sold and conveyed to said C. C. Blankenship, Jr., and wife, the said tract of land, subject to said life estate, at the price of \$1000.00, and for which sum the said C. C. Blankenship, Jr. and wife executed to your respondent their notes. Soon after this it was agreed between your respondent and the said C. C. Blankenship, Jr., and wife, that they should assume the payment of the said indebtedness to the said J. T. Blankenship, which on the 12th. day of January, 1899, amounted to the sum of \$818.00, and pay the same on account of the said purchase money due from them to your respondent, and to carry out this agreement, and to secure to the said J. T. Blankenship the payment to him of his said debt, the said C. C. Blankenship, Jr., and wife, on the 12th. day of January, 1899, executed to James W. Orr the deed of trust in the bill mentioned on said tract of land, and your respondent, in consideration of the fact that said C. C. Blankenship, Jr., and wife had assumed and undertaken to pay the said indebtedness to the said J. T. Blankenship, and had secured the same by the execution of said deed of trust, delivered up to said C. C. Blankenship, Jr., the notes for said purchase money, and the said indebtedness for purchase money on said land was fully settled.

Your respondent denies that the conveyance from him and wife to said C. C. Blankenship, Jr., and wife, was voluntary, or was without a consideration deemed valuable in law, or was made to hinder, delay and defraud the said G. H. Ely, or anyone else, in the collection of their debts against your respondent. And your respondent denies that there was any fraud or misconduct upon the part of anyone in the sale or purchase of said tract of land, or in the execution of said deed of trust, but upon the contrary the whole of the said transaction, and every part of it, was entered into and carried out in good faith, and without any intention to defraud anyone.

Your respondent will now show your Honor that it is true he ~~owns~~ a one-half interest in the Henry Marshall tract of land. That he did own the two acres in the Pocket, but he sold and conveyed this land to some person, but cannot now recall to whom. That it is true that he and his wife, S. O. Blankenship, purchased from Mat Sims a tract of land which was conveyed to them by said Sims and C. T. Duncan, and this tract of land was afterwards sold and conveyed by your respondent and his said wife to Alex' Martins, but as to whether said Martin has had his deed recorded or not he does not know. That it is true your respondent purchased from E. W. R. Ewing, Commissioner, the tract of land mentioned in the bill, and which he afterwards conveyed to W. F. Gregory, but he knows nothing as to the recordation of Mr. Gregory's deed. That it is true he purchased from E. W. R. Ewing, Com'r, the one-half of a tract of land sold in the chancery cause of A. J. Harris vs. W. F. Delp, as stated in the bill, and this land he afterwards sold to John Roberts, and executed to said Roberts his title bond for a deed to said one-half of said land, and put him in possession of said one-half, your respondent and Mrs. Delp, who owned the other one-half, having divided the same between themselves, and each having taken possession of their one-half. That it is true he purchased from J. A. G. Hyatt the tract of land in the bill mentioned, and said Hyatt executed to

your respondent a bond for a title thereto, and he afterwards sold said land to M. B. Garrett, and he is informed said Hyatt conveyed said land to said Garrett. That the allegations of the bill as to the S. E. Turner land are true, so far as your respondent knows.

Your respondent denies that the lands in the bill mentioned, sought to be subjected to the plaintiff's judgment, will not rent for a sum sufficient, in five years, to pay the said judgment.

And now, having fully answered, your respondent prays to be henced dismissed with his reasonable costs.

C. T. Duncan
James W Orr } For Respo-
ndent

Lydia M. Ely Admox

vs Sub-adj. W. B. Bunker
H. A. Munsey et al

Filed in open Court
and by leave thereof
July the 17th 1902

H. A. Munsey Clerk

S. E. Turner, land are true, so far as your respondent knows.
said land to said Garrett. That the allegations of the bill as to the
said land to M. B. Garrett, and he is informed said Hysatt conveyed
your respondent a bond for a title thereto, and he afterwards sold

To the Hon. H. A. W. Skenn, Judge of the Circuit Court for
Lee County, Virginia:

The separate demurrer of M. B. Garrett to a bill in
equity filed in said court against himself and others, by Lydia
M. Ely, administratrix of the estate of Geo. H. Ely, deceased.

For demurrer to said bill respondent says that the bill
does not allege that the said Geo. W. Blankenship ~~in~~ acquired any
interest in the tract of land now owned by respondent to which the
lien of a judgment could attach. The bill nearly says " A tract of
which he (Blankenship) purchased from J. A. G. Hyatt, situated a few
miles eastward of Jonesville, which said tract of land the said Blank-
enship afterwards sold to M. B. Garrett, but the said Blankenship
never made any conveyance to the said Garrett, nor ^{did} said Hyatt
~~make~~ said Blankenship a deed therefor, but your oratrix informed
that since the rendition and docketing of the judgment of your
oratrix, the said Hyatt has recently made a deed to the said Garrett".
The allegations are not sufficient, they do not show that said Blank-
enship ^{ever} ~~has~~ acquired such interest in said land as that ^a judgment against
him could attach thereto. Said bill alleges that the sale by Blank-
enship to respondent was by parol, or in effect so alleges, and
does not allege that said sale was after May the 1st, 1888.

L. T. Hyatt Ad.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court
of Lee County, Virginia:

Joint or
The separate answer of C.C.Blankenship, jr., *and Emma C. Blankenship*
exhibited against ~~him~~ *them* and others in this Honorable Court by Lydia M.
Ely, Executrix &c.

Your respondents saving the benefit of all such exceptions as
may be had or taken to said bill for its errors of law and misstatements
of facts for answer thereto, or so much as ~~they~~ *they are* advised that it is
necessary for ~~him~~ *them* to answer answering say:

That it is true that on and prior to the 14th day of December
1897, G.W.Blankenship was the owner of a certain tract or parcel of
land on which his father, C.C.Blankenship, sr., then lived, known as
the home place; that this tract of land was subject to the life es-
tate of the said C.C.Blankenship, sr.. It is also true that at this
time the said G.W.Blankenship was security on the debt or bond upon
which the husband of the complainant afterwards obtained a judgment;
but respondents denies that ~~he~~ *they* had any personal knowledge of said bond
or of the suit thereon.

Respondents say that it is true that on said ~~14th~~ *13th* day of De-
cember, 1897, said G.W.Blankenship and wife conveyed said tract of
land to your respondents, but your respondents deny that said convey-
ance is without consideration deemed valuable in law and they deny
that it was made expressly to defeat the collection of said debt or
to hinder, delay and defraud the said G.H.Ely in the collection of
his debt. Your respondents deny that they were in any way privy
to any fraud in the purchase of said land or in accepting a deed to
the same, and if the said George W.Blankenship had any purpose or in-
tention of either hindering, delaying or defrauding his creditors
they have no knowledge whatever of it. ~~Your~~

Your respondents will now show your Honor fully and exactly
the whole transaction with reference to the purchase by them and to the
the conveyance to them of said tract of land.

Some time prior to the 14th day of December, 1897, your re-
spondent, C.C.Blankenship, jr., and his brother George W.Blankenship.
were engaged in business together, and in and about their business
they borrowed some money from their brother, J.T.Blankenship, who re-
sides in Idaho, and the said George W.Blankenship borrowed a sum of
money individually from the said J.T.Blankenship, for which your re-

spondent, C.C. Blankenship, jr., was security. Upon the winding up of said partnership business, the said G.W. Blankenship became bound to settle the whole of the indebtedness to the said J.T. Blankenship including as well the partnership indebtedness as his own individual indebtedness, and the said G.W. Blankenship failing to pay said indebtedness, in the early part of January, 1899, the said J.T. Blankenship called upon your said respondent for the payment of said indebtedness, and your respondent not being able then to pay the same and the said G.W. Blankenship still failing on his part to pay the same or any part thereof, the said J.T. Blankenship demanded further security from your said respondent and in order to secure the same your respondents C.C. Blankenship, jr., and Emma Blankenship, his wife, on the 12th day of January, 1899, executed to James W. Orr, trustee the deed of trust mentioned in the plaintiff's amended bill, a copy of which is filed with said amended bill marked exhibit No. 7. This deed of trust was executed in good faith to secure the payment of a bona fide debt then justly due and owing to the said J.T. Blankenship. Prior to that time, to-wit on the 14th day of December, 1897, the said George W. Blankenship sold and conveyed to your respondents the tract of land known as the C.C. Blankenship, sr., home place, at and for the price of \$1000.00, and on that day the said G.W. Blankenship and wife conveyed the same to your respondents by deed, a copy of which is filed with said amended bill as exhibit 6. At the time of said purchase, your respondents did not pay to the said George W. Blankenship the price agreed to be paid by them for said land, but they executed and delivered to him their note for \$1000.00 for the purchase price of said land. This purchase was made by your respondents in good faith with no intention on their part of in any way hindering, delaying and defrauding the creditors of the said George W. Blankenship, and if the said George W. Blankenship had any such intention, they had no knowledge whatever of it. Your respondents deny that the conveyance to them was voluntary; they deny that it was made expressly to defeat the collection of the debt of the said George H. Ely or to hinder, delay and defraud him, or in any way to hinder, delay and defraud any body. Respondents deny that they became alarmed at the state of the title to said land; they deny that they feared the same would be attacked as voluntary and fraudulent; they deny that they executed the deed of trust to James W. Orr for any such purpose as that mentioned in the bill; they deny

that the debt therein secured is a pretended debt, but every part and parcel is justly due and owing to the said J.T.Blankenship.

Your respondents will now show your Honor that shortly after the execution of said deed of trust to James W.Orr to secure said debt to the said J.T.Blankenship as aforesaid, your respondent, C.C.Blankenship, jr., called upon the said G.W.Blankenship for the \$1000.00 note so executed to him as aforesaid for said land. This demand was made on the said G.W.Blankenship for said note because and for the reason that your respondents had assumed to pay and had secured by said deed of trust the payment of the said G.W.Blankenship's debt to the said J.T.Blankenship, and the said G.W.Blankenship, recognizing this just demand of your respondents, delivered up to them said \$1000.00 note agreeing that in so far as the said G.W.Blankenship was concerned said debt was fully paid. The whole of this transaction and every part and parcel of it was upon the utmost good faith of your respondents for a full and valuable consideration and at the time the purchase was made, with no knowledge of any indebtedness upon the part of the said G.W.Blankenship of any consequence, and with no knowledge of G.H.Ely's debt. Respondents have no knowledge of any of the various tracts of land, sales or transfers thereof mentioned in plaintiffs ^{bill} and neither admit or deny the same.

And now having answered said bill as fully as they are advised it is material or necessary to answer the same, and here expressly denying every allegation of said bill that is intended in any way to affect them or their interest in said tract of land not herein before admitted or denied, they pray to be hence dismissed with their costs.

J. W. Orr, & C. T. Duncan
Attys for Defts.

F. A. Munsey et al
ads. { In Chy,

Lydia W. Ely & co.

Answer of C. C. +

Emma Blankenship

Filed in open court and
by leave thereof July 12th
1902.

A. B. Munsey Clerk

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

The separate answer of J.T.Blankenship to a bill exhibited against him and others in this Honorable Court by Lydia M.Ely, Executrix &c.

Respondent saving the benefit of all proper exceptions that can or may be had to said bill for answer to it, or so much thereof as he is advised it is material or necessary for him to answer, answering says:

That it is not true that the debt secured to him by the deed of trust executed by C.C.Blankenship, jr., and Emma C.Blankenship his wife on the 12th day of January 1899 to James W.Orr, trustee, is a pretended debt, but on the contrary every part and parcel of said debts therein secured is due, just and owing to your respondent. It was borrowed money which the said G.W.Blankenship and C.C.Blankenship, jr. had got from him, a part of it by the said G.W.Blankenship individually and the residue by the said G.W. and C.C.Blankenship, jr. as partners.

Respondent denies that said deed of trust is fraudulent or that it was executed for any fraudulent purpose. Respondent accepted the security afforded by said deed of trust in the utmost good faith after having had the title to said land fully investigated and before the lien of the plaintiff's judgment every had an existence, and with no knowledge whatever of said debt or of any other debt due and owing by the said G.W.Blankenship, and he is a purchaser of said land for value and without any notice whatever of any of the facts or pretended facts set out by the plaintiff in her amended bill.

Your respondent asks the Court to protect his interests.

And now having answered said bill respondent prays to be hence dismissed with his cost.

*J. W. Orr + C. F. Duncan
attys for Deft.*

F. A. Mursey et al
ads { in Chy
Lydia M. Ely Exx.

Answer of
J. T. Blaukschip

Filed in open Court and
by leave thereof July 14th
1902 A. B. Mursey Clerk

1 To the Honorable H.A.W.Skeen, Judge of the Circuit Court of
2 Lee County, Virginia:

3 The separate answer of Alexander Martin (Col.) to the amended
4 bill filed in this Honorable Court by Lydia M.Ely, Executrix of the
5 estate of George H.Ely deceased, against this respondent and others.

6 This respondent saving the benefit of such proper and legal
7 exceptions as may be had to said bill for its misstatement of fact,
8 errors of law and omissions, for answer thereto, or to so much
9 thereof as he is advised it is material for him to answer, answering
10 says:

11 That it is true that he purchased from his co-defendant,
12 G.W.Blankenship a tract of land situated something like a mile south-
13 east of the town of Jonesville, it being the same land mentioned and
14 described in the deed of said Blankenship and wife to this respondent
15 dated on the 11th day of September, 1893, and a copy of which is filed
16 as exhibit (3) with plaintiffs' said amended bill. Respondent sup-
17 poses that it is true that this deed was not recorded until after the
18 rendition of the plaintiffs' judgment; and while said deed may be, as
19 the plaintiff claims in her bill void as to said judgment until it
20 was recorded, yet he is advised that the lands still owned by the said
21 Blankenship and all the lands aliened by him after the sale made to
22 your respondent and which were not conveyed by the said Blankenship
23 by proper deed duly recorded before the rendition and docketing of
24 said judgment, must first be sold and the proceeds applied to the
25 discharge of said judgment before his lands can be sold for that pur-
26 pose; and in addition to the lands so sold by the said Blankenship
27 after the sale to your respondent, and mentioned in said amended bill,
28 your respondent will now show your Honor that on the ____ day of ____
29 1894, the said George W.Blankenship purchased from Capt.H.C.Joslyn a
30 certain lot, tract or parcel of land now lying inside of the corporate
31 limits of the town of Jonesville, and bounded and described as fol-
32 lows, to-wit, Beginning at a stake on the north bank of the public
33 road, thence North 13 W. 274 feet, S. 72 W. 200 feet, S 13 E. 274 feet
34 to the main road and with the same N. 72 E.200 feet to the Beginning,
35 containing one and one-fourth acres be the same more or less. Respond-
36 ~~ent does not know whether this sale was by title bond or merely oral,~~
37 ~~but possession of it was delivered by the said H.C.Joslyn to the said~~

Blankenship, who paid about one-half of the purchase price and undertook to pay the residue thereof, amounting to from \$62 to \$67. The said Blankenship kept said lot of land for a short while and sold it by verbal sale to one O.C.Lee, who paid him down all of the purchase price except the sum of something over \$60 still due to the said Joslyn and which he assumed to pay to said Joslyn. The said O.C.Lee kept said land a few days and on the 1st day of December, 1894, the said Blankenship procured a deed to be made by the said H.C.Joslyn and his wife to the said O.C.Lee, and in this deed the said Joslyn retained a lien for said sum of \$67. the balance due by the said Blankenship on said lot. Shortly thereafter, to-wit, on the 27th day of February, 1895 the said O.C.Lee sold and conveyed said lot to one R.L.Pennington, the said Pennington paying him down all the purchase price except the sum of \$67. still due to the said H.C.Joslyn from the said Blankenship of the purchase price of said land, which said sum was assumed to be paid by the said R.L.Pennington, and which sum he afterwards paid to the said Joslyn who released said lien. Your respondent is advised that all of these deeds are void as to the lien of said judgment because the said Blankenship has never by deed duly recorded passed and conveyed the said land to which he became equitably entitled by virtue of his purchase from the said Joslyn, and he is further advised that this lot should be sold and the proceeds of it applied to the payment of said judgment before his land is taken. Said tract of land is now owned by the said R.L.Pennington and it is the tract of land upon which he lives, which has been largely improved since he purchased it, a part of which improvements were placed upon said lands before the rendition of said judgment and the residue amounting to about \$1000.00 or more have been placed upon said land since said judgment was docketed.

Your respondent prays that the plaintiff be required to amend her bill making R.L.Pennington a party defendant to the same and that ^{said Pennington lot of} ~~this~~ land be sold before your respondent's land is subjected to the payment of said judgment of the plaintiff or any part thereof, and if necessary that this answer be treated as a cross-bill for that purpose.

And now having fully answered said amended bill, respondent prays to be hence dismissed with his costs.

*Geo. P. Criddle, atty. for Deft.
Adm. Hunt.*

Lidia M. Ely Admrx. &c.
vs. { Int Chy.

F. A. Munsey et al.

Answer of Alex Martin (et al.)

Filed in open
Court and by
leave thereof
This July 1st 1902
A. B. Munsey, Clk.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

The amended and supplemental answer of Alexander Martin(Col) to the amended bill filed in this Honorable Court by Lydia M.Ely, Executrix of the estate of George H.Ely, deceased, against this respondent and others.

Respondent here adopting is original answer in this cause as a part of this his admended answer as fully as if herein set out at length, except in such matters as are herein corrected and explained, for amended and supplemental answer to said amended bill, says:

That he was mistaken in his said original answer in saying that it is true, as alleged in plaintiff's amended bill, that he, your respondent, purchased the tract of land mentioned in said amended bill and fully described in exhibit (3) filed with same, from G.W.Blankenship. In truth and in fact, said land was purchased by your respondent from G.W.Blankenship and S.O.Blankenship, who owned the same jointly, and said tract of land was conveyed to your respondent by them jointly, as is shown by the deed of September the 11th, 1893 to your respondent, which deed is filed as aforesaid by said plaintiff with her amended bill as exhibit (3). It is not true, as stated in said plaintiff's amended bill, that said tract of land was purchased by said G.W.Blankenship from Mat Sims and conveyed to said G.W.Blankenship by said Sims and C.T.Duncan. As your respondent is informed, said tract of land was purchased by said G.W.Blankenship and S.O.Blankenship from the said Mat Sims, and was conveyed to said G.W.Blankenship and S.O.Blankenship, jointly, by Mat Sims and Harriett Sims, his wife and C.T.Duncan and Mary E.Duncan, his wife, by deed dated the 5th day of January, 1893, which deed was duly recorded on the 23rd day of January, 1893, in the Clerk's Office of the County Court of Lee County, Virginia, in Deed Book No. 28, page 337, all of which will more fully and at large appear from an inspection of a certified copy of said deed which is herewith filed as a part hereof, marked "Exhibit A.M."

Your respondent is advised that, said tract of land having been owned by G.W.Blankenship and S.O.Blankenship jointly, each owning a one-half undivided interest therein, and the same having been purchased by your respondent and conveyed to him from the said G.W. and

S.O.Blankenship, jointly, and the said G.W.Blankenship never having owned more than the undivided one-half interest therein, that the lien of the plaintiff's judgment cannot in any event attach to the whole of said tract of land, but only to the one-half undivided interest which the said G.W.Blankenship owned in the same, and which is all the interest he ever did own in the same.

And now having answer, respondent prays to be hence dismissed.

Geo. P. Coridline
Atty. for Deft Martin.

Lydia M. Ely Ex. R.
v. { Ind Ely-

F. A. Munsey et al

Amended answer
of Alex Martin (Col.)

Filed in open Court and
by leave thereof on July
the 17th 1902,

A B Munsey Clerk

Eydia M.Ely,Admx.,et al, Complainant,

vs In Chancery

F.A.Munsey,et al, Defendants.

This cause came on this day to be heard upon the ~~XXXX~~ papers
R.L.Pennington
formerly read therein and the report of Special Commissioner filed
herein showing a sale of the real estate ordered to be sold by
decree rendered in this cause on Feby.28,1905,consisting of E.W.R.
Ewing's undivided one half interest in the Samuel Marshall lot,
to F.A.Munsey,which sale appears from said report to have been
made on May 22,1905,and was argued by counsel.

On consideration of all which,it is adjudged ordered and
decreed that said sale to said Munsey be and the same is hereby
approved and confirmed. And it appearing to the court that the
said Munsey hath paid the purchase money,\$4.00,out of which was to
be paid the costs of making this deed,it is furthur adjudged ordered
and decreed that R.L.Pennington,who is hereby appointed Specail
commissioner for the purpose will make,execute and deliver to the
said Munsey a good and sufficient deed conveying said interest
in said land to said Munsey with covenants of Specail Warranty.
And it now appearing to the court that said Pennington hath made
the deed hereinbefore ordered to be made by ~~xx~~ him,and the same
being unexcepted to,the same is hereby approved and confirmed
and the said Pennington will deliver the same to said Munsey,and
out of the purchase price the said Pennington will retain the
usual fee for executing said deed,and ~~thxxxxxxx~~ ^{this cause} is stricken from
the docket

Lydia M. Eley

v. $\frac{4}{4}$ Decreficus

F. A. Munny et al

Entered Sept. 25 1905
in L. O. B. 8, page 77.

Entered this
Sept 25,
1905.
H. C. W. S. C. M.

Lydia M.Ely,Admx. et al,

Complainant,

vs

In Chancery,

F.A.Munsey,et al,

Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the motion of plaintiffs counsel to set aside the decree rendered in this cause on ~~axfxk~~ another day of this term striking the said cause from the docket, and was argued by counsel:

On consideration of all which and for reason appearing to the court said decree striking said cause ~~from~~ the docket is hereby set aside and said cause re-instated thereon; and it further appearing to the court that there is a small tract of land which R.L.Pennington was heretofore directed to sell, which he has not sold, to wit the one half interest of E.W.R.Ewing in the Marshall lot; it is therefore ordered that said commissioner proceed to make sale of said interest in said lot of land, and report his action, thereto in the manner herinbefore directed in this cause, and this cause was continued.

Lydia M. Eley Adams
v. Deere

F. A. Munnery sae

Entered in C. C.
B. No. 8 page 6.

Enter this date
July 28, 1905
H. A. W. Stuenkel

Lydia M. Ely, Admx., et als,

Complainants,

vs

In Chancery

F. A. Munsey et als.,

Defendants.

This cause came on this day to be heard upon the papers formerly read therein, and the report of Special Commissioner R. L. Pennington, filed herein showing the payments by M. B. Garrett of the purchase money due by him, and that the said Garrett is entitled for a deed to the land so purchased by him and showing also that A. F. Gregory has paid in full the purchase money due by him for the land purchased by him in this cause, and that the said Gregory is also entitled to a deed for the land purchased by him and showing further also that he has paid out the money which has come into his hands for the land sold by him in this cause, to which said report there are no exceptions, and was argued by counsel. On consideration of all which, it is adjudged, ordered and decreed that the said report of the said commissioner be and the same is hereby approved, and it is further adjudged, ordered and decreed that R. L. Pennington who is hereby appointed a special commissioner for the purpose will make and execute and duly acknowledge a deed of conveyance to the said M. B. Garrett for the land purchased by him in this cause, and he will also make, execute and acknowledge a deed of conveyance conveying to the said A. F. Gregory the tract of land purchased by said Gregory in this cause and report his action to this Court.

And it now appearing to the Court that the said R. L. Pennington who was herein before directed to make and execute deeds of conveyance to the said M. B. Garrett and A. F. Gregory respectively for the land purchased by them, has executed said deeds and reported them to this court by his report filed herein together with the deeds and the said report and said deeds being unexcepted to, are each hereby approved and confirmed and the said R. L. Pennington will recover from the said M. B. Garrett the sum of \$5.00 for making said deed, for which execution may issue and the said R. L.

Pennington Commissioner will recover from the said A. F. Gregory
the sum of \$5.00 for making said deed to him, for which execution
may issue. And ~~that the said A. F. Gregory be liable to be done in~~
~~R. K. Pennington Comr. has filed his report herein~~
~~showing disbursement of the funds that~~
showing disbursement of the funds that
have come into his hands, & said
report being accepted to in being
approved & confirmed, And then removing
nothing further to be done in this
case the case is stricken from
the docket.

may 22

Lydia M Ely adum

v. $\frac{3}{4}$ Decedent

F. A. Murray et al

Entered in Chancery
Order book no. 7
page 573.

Enter this Decr July
28th, 1905.

H. A. W. Steele

Lydia M.Ely, Admx.)

vs.)

F.A.Munsey et al))

Decree.

This cause came on this day to be heard upon the papers formerly read therein and the report of special commissioner R.L.Pennington filed herein this day, showing that J.W.Munsey, ~~F.A.Munsey~~ and Alexander Martin have paid the whole of the purchase money due by them in this cause, and was argued by counsel: On consideration of all of which, it is adjudged, ordered and decreed that the report of said commissioner be and the same is hereby confirmed. And R.L. Pennington, who is hereby appointed a special commissioner for the purpose, will make, execute and deliver to the said J.W.Munsey, ~~F.A.Munsey~~ and Alexander Martin good and sufficient deeds with covenants of special warranty, conveying to them, the said real estate purchased by them in this cause, and report his action to this term of the court. And it now appearing to the court that said R.L.Pennington, who is hereinbefore directed to make, execute and deliver deeds to the said J.W.Munsey, ~~F.A.Munsey~~ and Alexander Martin for the lands purchased by them in this cause, has performed the duty required of him hereunder and has filed his report herein, showing that he has executed the said deeds, and the said deeds and the said report of the same being unexcepted to, said deeds and said report are hereby approved and confirmed. And it appearing to the court from the said report of the said commissioner that the said J.W.Munsey and Alexander Martin have paid the regular commissioner's fee of \$5.00 to the said commissioner, he will deliver said deeds to the said J.W.Munsey and Alexander Martin, ~~and the said F.A.Munsey shall pay to the said R.L. Pennington, Commissioner \$5.00 for his services in making said deed.~~ And this cause is continued.

Lydia M. Eley

vs. ~~3~~ Decree

F. A. Munsey & Co

Em. C. O. B. No. 7.

Page 439.

Enter this decree

Feb. 27th, 1904

J. A. W. Sherr

Lydia M.Ely, Admx,

Complainant,

Vs

In Chancery,

F.A.Munsey et al,

Defendants.

This cause came on this day to be heard upon the p pers formerly read therein and the report of Special Commissioner R.L.Pennington filed herein showing that F.A.Munsey had completed his purchases made by him by the payment of the purchase moeny due by hi^m, and was argued by counsel.

Upon consideration of all which, it is adjudged ordered and decreed that said report of said commissioner be and the same is hereby approved and confirmed and R.L.Pennington, who is hereby appointed a special commissioner for the purpose will make, execute and deliver to the said F.A.Munsey a good and sufficient deed with covenants of special warranty for said land conveying the ~~xxxxxxxxxxxxxxxx~~ lands purchase by said Munsy^c in this cause except the Turner tract which has hertofore been coveyed to J.L.Howard and wife, and report his action to the present term of the court. And it furthur now appearing to the court that said R.L.Pennington has made the said deed coneveying said real estate to said Munsey ans hereinbefore directed, and the same is hereby approved and confirmed, and the said F.A.Munsey will pay to the said R.L.Pennington the sum of Five Dollars for his services in making said deed and this cause is continued.

Lydia M. Ely Adams

8 3 Dec

F. A. Muncy & Co

Enter this

Nov. 7th 1903

H. A. W. Freen

Entered Nov. 7. 1903

C. O. B. 7. page 371.

Lydia M.Ely admx,

Complainat,

Vs

In Chancery,

F.A.Munsey et al.

Defendants.

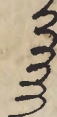
This cause came on this day to be heard upon the papers formerly read therein and the report of Special comr R.L.Pennington filed herein on the 22 day of June, 1903, showing a sale of the lot known as the Crowell lot to W.S.Crowell, and the report of said Comr. filed herein on the 9th day of July showing that F.A. Munsy had paid the whole of the purchase money on the S.E.Turner tract purchased by him in this cause and showing that said Munsy had sold said tract of land to J.L. and Mollie Howard and requested conveyance to them, and was argued by counsel.

On consideration of all which and the said reports of said commissioners being unexcepted to they are each hereby approved and confirmed, and the said sale reported to the said Crowell is hereby approved and affirmed; and it appearing to the court that said W.S.Crowell is entitled to a deed for said property, it is further adjudged ordered and decreed that R.L.Pennington who is hereby appointed a special commissioner for the purpose will make, execute and deliver a deed with covenants of special warranty conveying said tract of land to the said W.S.Crowell, and report his action to this court; and it appearing to the court that said Pennington Commissioner has made the said deed to said W.S.Crowell as hereinbefore ordered to be made and filed his report thereof in this cause, it is further adjudged ordered and decreed that said report and said deed be and the same is hereby approved and confirmed, and the said Crowell will pay said Pennington the sum of \$5.00 for his services in making said deed. And it further appearing to the court from the report of said Commissioner Pennington that said F.A.Munsey has paid the whole of the purchase money on the Turner tract of land purchased in this cause, and that said Munsey has sold said land to J.L. and Mollie Howard and requested conveyance to be made to said Howards, it is further adjudged ordered and decreed that R.L.Pennington who is hereby appointed a special Commissioner for the purpose, will make to said Howards a good and sufficient deed with covenants of special warranty conveying said land to said Howards, so preparing the same that said Munsey and wife can join in said conveyance; and he will

report his action to this court at this term; and it appearing to the court that said Pennington has made the said deed last aforesaid as herein before directed and reported the same to this court, which report and said deed being unexcepted to, are each hereby approved and confirmed, and the said F.A. Munsey will pay to the said Pennington the sum of \$5.00 for making said deed, and ~~this~~

~~cause is continued.~~ said Commissioner Pennington will proceed to advertise and sell the interest of E. W. R. Ewing in what is known as the Huron marshes lot, on the 1st of the same time, terms and place of sale that he has made the other sales of land in this cause and report to court and the cause is continued,

Kydia M. Eley Aldux

v.  Leere -

F. A. Munn - et al

Ent. Oct 3, 7, P. 321

Ents. this July 9
1903

H. A. W. Skene

Lydia M.Ely Admx. et al,

Complainat,

vs.

In Chancery.

F.A.Munsey, et al.,

Defendants.

This cause came on this day to be heard upon the papers formerly read therein, and the report of Special Commissioner R.L.Pennington, filed herein on the 19th day of Feby., 1903, and the amended and supplemental bill of the complainant, making J.W.Orr, G.W.Blankenship, E.W.R.Ewing, W.S.Crowell, Josephus Grabeel and the Chicago Building and Manufactureing Company parties to said amended bill, against whom it appears that procees has been duly served as to all of said defendants thereto except the said E.W. R.Ewing, and as to him that order of publication has been made, posted and published as required by law as to non resident defendats, and the answer of the said James W.Orr filed by leave of court as to said amended bill, and the appearance to said amended bill by attorneys for all of the said defendants,, Josephus Grabeel being represented by M.G.Ely and L.T.Hyatt attorneys, the Chicago Building and Manufacureing Company and E.W.R.Ewing being represented by Judge J.W. Orr, attorney, G.W.Blankenship being represented by Judges C.T. Duncan and J.W.Orr. and W.S.Crowell by Pennington Bros.attys, and ~~xxxx~~ ~~xxxxxx~~ the exception of J.T., G.W. and C.C.Blankenship to the said report of the said R.L.Pennington, Comr. and endorsed thereon in writin, and was argued by counsel.

On consideration of all which, it is adjudged ordered and decreed that the said exception of the said J.T.Blankenship et al to the said report of the said Commissioner, be and the same is hereby overruled, but it is adjudged ordered and decreed that the said C.C. and J.T.Blankenship recover of F.A.Munsey their costs upon the issue heretofore decided as to the fraud set up by Lydia M.Ely Admx. for the benefit of F.SA.Munsey, in regard to the conveyance of the la d to C.C.Blankenship by G.W.Blankenship, including an attorneys fee of \$15.00; and the said report of the said Robert L.Pennington is hereby approved and confirmed, and the sales therein reported ~~to~~ are hereby approved ad confirmed to the several parties in said report set out.

It is furthur adjudged ordered and decreed that the said plaintiff has a right to have the lot and land set out in the amended bill sold according to the prayer of her bill, and that one half of the proceeds of the sale thereof be applied to the judgement liens ~~nx~~ vs G.W.Blankenship according to the report of the priorities in this cause, and that the judgement lein creditors of E.W.R.Ewing have a right to have the proceeds of the sale of said other half of said lot applied to their leins according to the priorities of their judgements as set out in the said amended bill, except that it is furthur adjudged ordered and decreed that J.W.Orr for the benefit of his assignee or vendee W.S.Crowell, has a first lien on the said lot for the sum of \$275 with interest thereon from the 12th day of March, 1895, till paid. It is furthur adjudged ordered and decreed that R.L.Pennington, the commissioner hereinbefore directed to make sale of the property and lands as herinbefore decreed, without executing furthur bond will proceed to make sale of said lot of land in the said amended bill mentioned, if said judgement leins against the said E.W.R. Ewing and G.W.Blankenship be not paid with 20 days from this day, at public outcry to the highest bidder, at the front door of the county house of Lee County on some court day, on a credit of one and two years, except a sum sufficient to pay the costs of the said amended bill and the commissions of sale which he will ~~be~~ required to be paid in hand, and for the defered payments he will take bonds with good personal security payable to himself hearing interest from the date of sale, and he will report his action to court. *& This case is continuing.*

~~It is furthur adjudged ordered and decreed that the said E.W.R.Ewing and G.W.Blankenship make to J.W.Orr a quit claim or deed of release to said lot of land, and in case same is not made within 20 days from this date then R.L.Pennington, who is hereby appointed a special commissioner for the purpose will make to the said Orr a deed for them, conveying to him all interest, right, and title they may have acquired under the said purchase in the suit of Cowan, McClung and Co vs Sewell and Richmond, et al, and this cause is continued.~~

Lydia M. Ely, Admx.,

Complainant,

vs.

In Chancery,

F. A. Munsey, et al,

Defendant.

This Cause came on this day to be heard upon the papers formerly read therein, and the report of special commissioner A. M. Goins filed herein on the 18th day of October, 1902, and supplement thereto filed Oct. 18, 1902, and the written exceptions of the plaintiff, Lydia M. Ely, Admx., and the written exceptions of C. C., Emma and J. T. Blankenship, and the written exceptions of Alexander Martain (col), and was argued by counsel:-

On consideration of all which it is adjudged ordered and decreed that the said exceptions of the said plaintiff and C. C., Emma, and J. T. Blankenship, be and the same are each hereby overruled; and the exception of said Alexander Martin (col.) is hereby sustained, and upon said exception the court is of opinion that the 1-2 interest of G. W. Blankenship in said tract of land should be sold subject to the rights of survivorship, and if the said S. O. Blankenship should survive the said G. W. Blankenship that the purchaser would only get a life estate in said land equal to the life of the said G. W. Blankenship, but if the said G. W. Blankenship should survive the said S. O. Blankenship, then the purchaser of the said interest would be entitled to the whole of the said land from the date of the death of the said S. O. Blankenship; and the said report is corrected in this particular, and in all other respects is hereby ratified and confirmed; and the interest of the several creditors therein reported and the owners of the lands therein reported is adjudged to be according to the said report of the said commissioner as herein corrected.

It is therefore adjudged ordered and decreed that the said sale and conveyance by G. W. Blankenship to Alexander Martin be and the same is hereby set aside and held for naught as to those judgement creditors of the said G. W. Blankenship as obtained and docketed their judgements before the recordation of the deed of Blankenship and wife to said Martin; that the sale of G. W.

Blankenship to W.F.Gregory, shown by exhibit "4" of the plaintiff's bill, be and the same is hereby set aside and held for naught as to the judgement creditors of the said Blankenship who obtained their judgements and docketed the same as reported in the said report of the said commissioner, A.M. Goins, that the sale to John Roberts and wife be and the same is hereby set aside and held for naught as to the said judgement creditors reported by said Goins; that the sale to M.B. Garrett by said Blankenship be and the ~~same~~ same is hereby set aside and held for naught as to the judgement creditors of the said Blankenship as reported by the said Commr. Goins; that the sale by S.E. Turner to G.W. Blankenship as to the judgement creditors of said S.E. Turner be and the same is hereby set aside and held for naught, and the said sale made by the said G.W. Blankenship to N.W. Gregory both as to the creditors of said Blankenship and said Turner is hereby set aside and held for naught, as reported by the said Commissioner A.M. Goins.

It is further adjudged ordered and decreed that Julia A. Bowman for the benefit of H.C. Joslyn recover of G.W. Blankenship and S.E. Turner the sum of \$81.24, with interest on \$60.76 from the 3rd day of Nov. 1902, till paid, which is decreed to be a lien on the several tracts of land according to the report of the said commissioner; that the plaintiff recover of G.W. Blankenship, M.E. Woodward and F.A. Munsey the sum of \$456.96, with interest on \$402.90 from the 3rd day of November, 1902, and the costs of this suit; that the Pennington Gap Improvement Company recover of G.W. Blankenship the sum of \$36.49, with interest on \$19.00 part thereof from the 3rd day of Nov. 1902, till paid; that the Pennington Gap improvement company also recover the further sum from the said G.W. Blankenship of \$74.98, with interest on \$42.00 part thereof from the 3rd day of Nov. 1902, till paid, that C.A. Russell recover of G.W. Blankenship the sum of \$68.71, with interest on \$57.93, part thereof from the 3rd day of Nov., 1902, till paid; that the officers of the court recover of S.E. Turner the sum of \$10.81; that Cook and Orr recover of S.E. Turner the sum of \$24.27, with interest on \$16.32 from the 3rd day of November, 1902, till paid and the costs of their petition: that

D.C.Sewell recover of the said S.E.Turner the sum of \$226.80, with interest on \$148.85 from the 3rd day of Nov., 1902, till paid; that ~~unless said sum of money be paid within 20 days from this date~~ then R.L.Pennington ~~who was hereinbefore appointed~~ the Pennington Gap Improvement Company recover of G.W. Blankenship and C.C.Blankenship the sum of \$142.81, with interest from the 20th day of Feby. 1899; that unless said sums of money be paid within 20 days from this date, then that R.L.Pennington, who was hereinbefore appointed a special Commissioner and executed bond in this cause, after having advertised the time, terms, and place of sale for at least 30 days by written or printed notices posted at the front door of the court house and in the neighborhood of the said lands, shall proceed to make sale of the said lands at public outcry to the highest bidder at the front door of the court house on some court day on a credit of one and two years, except a sum sufficient to pay the costs of this suit and commissions of sale, which he will require to be paid in hand, which sale he will make in the following manner: first- he will sell the 1-8 undivided interest of M.E. Woodward; second- he will make sale of enough of the C.C.Blankenship place to pay the judgement of Julia A.Bowman and the Pennington Gap Improvement Company judgement vs C.C.Blankenship and G.W. Blankenship (1-6 first ^S to be applied to the payment of the Pennington Gap Improvement Co. judgement and then enough out of the remaining 5-6 to pay the Julia A.Bowman Judgement, and then if the 1-6 interest does not pay the Pennington Gap Improvement Company judgement, and there remains any balance after paying the Bowman ^m judgement, enough of the remaining 5-6 as shall be necessary to pay ^w the said Pennington Gap Improvement Co judgement) third- he will sell the S.E.Turner tract; fourth- he will sell the Henry Marshal tract; fifth- he will sell the John Roberts tract; Sixth- he will sell the W.F.Gregory tract; -seventh- he will sell the M.B.Garrett tract; eight- he will sell the ^{Alex.} ~~Henry~~ Martin tract.

If after all the sales are made of the lands hereinbefore directed to be

directed there yet remains ~~xxx~~ insufficient means to pay the judgement of the plaintiff; then it is further adjudged ordered and decreed that the said R.L. Pennington, after having advertised the renting time, terms and place of ~~xxx~~ for at least thirty days by written or printed notices posted at three public places in the county, shall at the front door of the court house at public auction to the highest bidder rent the real estate of the said ^{J. A. Munsey} that was conveyed to him by John Munsey by deed dated the 18th day of Oct., 1899 and the land conveyed to him by Josephus Grabeel by deed dated the 8th day of Sept., 1864 for the least number of years ~~xxx~~ not exceeding 5 as shall be necessary to pay the remainder of said plaintiffs judgement, which renting shall be made on a credit of one and two years except the costs and commissions of sale which will be required to be paid down. And for each of the said deferred payments for sales and rentings the said Pennington will take bonds payable to himself with ^{good personal} ~~xxxxxxx~~ surety, bearing interest from the date of sale or renting as the case may be, and said commissioner will report his action to the next term of the court and this cause is continued.

Lydia M. Ely
vs 3 acres for
Sale -

H. A. Munsey & Co

Cent. C. B. 7, P. 183

Enter this Nov
11, 1902

H. A. W. Shinn

for sales and rendering the said Pointington will take bonds payable
required to be paid down. And for each of the said deferred payments
two years except the costs and commissions of sale which will be
immediately, which rendering shall be made on a credit of one and
a half per cent. per annum for the first number of years not exceeding
the term conveyed to him by Josephus Grubbs by deed dated the 22d
of May by John Munsey by deed dated the 18th day of Oct. 1890 and
the said Grubbs shall pay the said interest of the said term was conveyed
shall at the front door of the court house at public auction to
or related hereto docketed at three public places in the county,
the names and place of sale for at least fifteen days by written
order that the said R. L. Pointington, after having advertised the
term of the plaintiff; then it is further adjudged ordered and de-
creted that the said plaintiff shall have sufficient means to pay the judg-

Lydia M, Ely, Admr., Complainant,

vs.

In Chancery

F. A. Munsey, et als, Defendant

This cause came on this day to be heard upon the papers formerly read therein and the amended bill of the Complainant, filed herein at rules; On motion, Alexander Martin Colored, was granted leave to file his separate answer to which the Plaintiff filed her written exceptions, which being argued by counsel, said exceptions were sustained and said Martin was granted leave to file an amended answer, which he did; and upon motion of C. C. Blankenship and Emma C. Blankenship leave was granted them to file their separate answer; and upon motion G. W. Blankenship was granted leave to file his separate answer; and upon motion of J. P. Blankenship, leave was granted him to file his separate answer; to all which said several answers the plaintiff replied generally; and M. B. Garrett filed his demurrer in writing and the same being argued by counsel was overruled.

On consideration of all which, and by agreement of the parties, the court is of opinion that it is necessary to refer the matter ^{at issue} ~~s. additions~~ to a Commissioner; It is therefore adjudged, ordered and decreed that A. M. Goins, who is hereby appointed a Special Commissioner for the purpose, who after having given ^{the} ~~his~~ attorneys for the parties five days notice of the time and place of his sittings, will proceed to ascertain and report on the following matters; First, ^{Judgment} whether the ~~matter~~ of the plaintiff is a lien on the several tracts of land claimed by her in her amended bill, and if so, whether the same will rent for a sum sufficient to pay said judgment, and any other liens that may exist against said land ^{within 5 years}; Second, He will ascertain and report the state of the title to each one of the said tracts of land set out in Plaintiff's amended bill; Third, He will ascertain and report whether or not the conveyance by G. W. Blankenship to C. C. and Emma C. Blankenship and the deed of trust to J. W. Orr, Trustee, to secure J. T. Blankenship ^{are} ~~or~~ valid or are fraudulent and voluntary; Fourth, He will report any other matter deemed pertinent by himself, or specially required by any one in interest.

And it appearing to the court that John Roberts and W. ^{F.}A.

Gregory have been duly served with process for more than fifteen days previous to the first day of this term, and they failing to appear, plead or answer the said bill as to them is taken for confessed. And on motion of A.W. Couk and W.E. Orr, late partners in trade under the style and firm name of

Couk And Orr, leave is granted them to file their petition in this cause, against S. E. Turner and G. W. Bankenship, N.W. Gregory, Lydia M. Ely Admx., and it appearing to the court that

G.W. Blankenship, Lydia M. Ely and N. W. Gregory have been duly served with process at rules, and that order of publication has been duly made, posted and published as to S. E. Turner ^{a respondent} and that each of said defendants to said petition have failed to appear plead or answer the said petition is taken for confessed as to them. And this cause is continued.

Lydia M. Ely Allen

20 3 Decr for
ack.

F. A. Munsey & Co

Entered this

July 18, 1902

+ a. w. Allen

Lydia M. Ely administratrix of the estate of
vs.
F. A. Munnery et al Defts } In Chanc.

This cause came on again this day to be heard upon the papers formerly read therein and the report and statements "A" & "B" filed therewith of Comm. A. M. Gains and filed in this cause on Sept. 24th 1901 and was argued by counsel.

On consideration of all which and of ~~the~~ said report & statements of Comm. Gains being accepted to, for reasons appearing to the court it is adjudged, ordered and decreed that report and statements be and are hereby confirmed; and that said Lydia M. Ely administratrix of the estate of said Geo. H. Ely do recover from said F. A. Munnery and M. E. Hodwood the sum of \$402.90 with interest thereon from August 8th 1900 till paid and the costs of this suit and which sum is a first lien upon the lands of said F. A. Munnery and a third lien upon the lands of M. E. Hodwood.

that H. E. Grinstead also recover from said M. E. Woodward the sum of \$72.08, with interest on \$62.75 a part thereof from Oct. 30th 1894 till paid and which recovery is a first lien upon the lands of said M. E. Grinstead; that Chapman, White, Lyons also recover from said M. E. Woodward the sum of \$91.98, with interest on \$84.02 a part thereof from the ~~1st~~^{18th} day of June 1894 till paid, which sum is a second lien on said M. E. Woodward's land, and that Cullen & Newman recover from said M. E. Woodward the sum of \$46.48, with interest on \$37.92 a part thereof from July 15th 1894 till paid and which is a second lien upon said M. E. Woodward's land.

And if said recoveries with the costs of this suit be not paid within 30 days from this date, then R. L. Permington who is hereby appointed a special commissioner for the purpose, after advertising the time, terms

and place of sale for 30 days
by posting written or printed
notices at three or more public
places in said County, one of which
shall be in the neighborhood of
the land hereinafter mentioned,
and one at the Court house
of this County, on some Court
day to the highest & best bid-
der at public outcry offer for
sale said M. E. Woodward's
one-ninth undivided interest
in one moiety of tract of land
which was on August 29th 1871
conveyed to F. A. & Catherine Mun-
sey by John H. Mullen wife
subject to the life estate of
said F. A. Munsey thereon on
a credit of one & two years
time, except a sum sufficient
to pay the costs of this suit and
commissions of sale which he
will require to be paid down;
and for the deferred payments he
will take notes payable to him-
self as such sum, bearing in-
terest from date of sale, and with
good personal security.

And in the event said M. E.

Woodwards said interest in
said land does not bring
a sum sufficient to pay the
debts mentioned in Exhibit "A"
of said Gains report, costs of
this suit & commissions of
sale, then said Huntington
after having advertised the
time, terms and place of selling
for 30 days, by written or printed
notices posted at three or more
public places in this county
one of which shall be in
the neighborhood of ~~said land~~^{the}
land hereinafter mentioned
and one at the Court House of
this county, on some court
~~at the front door of the court house of this county~~
day, offer, to the highest &
best bidder at public auction
any offer ~~the lands~~ for purchase
the lands which were conveyed
to said F. A. Munsey by John
H. Munsey on the 18th day of
Oct. 1899, and to said F. A. Munsey
by Josephus Graybill and
others on Sept. 8th 1864, for
the least term of years less
than five years that will
take to pay said \$402.90 and

its interest & costs of suit & commissions for renting, after deducting therefrom whatever amount, if any, said M. E. Thoadwards said interest in said Mullins land may pay on the same; said Cour. Huntington will rent said land of said F. A. Munnery on a credit of one & two years time, except a sum sufficient to pay Coms. of renting and costs of this suit, which he will require to be paid down, and for the deferred payments take notes payable to himself bearing interest from the day of renting & with good personal security. He will report his action to the court.

But before said Cour. Huntington shall enter upon his duties, he will execute bond before the Clerk of this Court in a penalty of \$1000⁰⁰ conditioned as the law requires in such cases.

And this case is continued.

Sydia M. Ely

vs } Dec 1

H. A. W. Sheen et al

Entered on Chancery
Order Book No 7
Pages 7 & 8

Enter this
Nov. 1901.

H. A. W. Sheen

Lydia M. Ely Adm'r. Plaintiff
vs. In Chancery
J. A. Munsey, G. H. Blount & Ship
and M. E. Hoodwong & al. Defendants

This cause came on this day to be heard upon the bill of the complainant & exhibits filed therewith, & it appearing to the Court that said J. A. Munsey & G. H. Blount & Ship have been duly summoned for more than 15 days previous to the first day of this term of the Court & that due order of publication has been duly made & published as the law requires & they look failing to appear plead or answer the said bill of the complainant - is taken for confessed; and upon motion of the said Plaintiff it is adjudged ordered and decreed that A. M. Gouss, who is hereby appointed a Special Com'r for the purpose, to after having given reasonable notice to J. A. Munsey & the att'ys of the plaintiff, do ~~the~~ ascertain & report all the sums existing against the lands of J. A. Munsey & M. E. Hoodwong & whether or not the lands of said Munsey & Hoodwong will pay for

a sum sufficient to pay the judgment
 must be in 3 years, & the all
~~the judgment & other debts & the priorities~~
 of said debts, and any other matter
 that may be deemed pertinent by
 himself & specially required by any
 party interested. And he will report
 his action to the next term of the
 Court & this decree is continued -

Lydia M. Eley Admin^r
D. & Deane

J. A. Munsey & Co

Entered on Chancery
Order Book No 6
Page 5-5-5.

Entered this June 4, 1901

H A W. Shuman

Virginia,

At a Circuit court continued and held for Lee County at the Court-house thereof, on Friday July the 18th 1902.

Lydia M. Ely, Admr~~x~~----- Complainant,

Vs.

In Chancey

F. A. Munsey, et als..... Defts.

This cause came on this day to be heard upon the papers formerly read therein, and the amended bill of the Complainant filed herein at rules; On motion of Alexander Martin, Colored was granted leave to file his separate answer to which the plaintiff filed her written exceptions.

On consideration of all which and by agreement of the parties the court is of opinion that it is necessary to refer the same at issue to a Commissioner; it is adjudged ordered and decreed that A. M. Goins, who is hereby appointed a special Commissioner for the purpose who after having given the attorneys of the parties in interest five days notice of of the time and place of his sittings, will proceed to ascertain and report on the following matters; First, Whether the judgment of the plaintiff is a lien on the several tracts of land claimed by her in her amended bill, and if so whether the same will rent for a sum sufficient to pay the judgment and any other liens that may exist against the same within five years;

Second. He will ascertain and report the state of the title to each one of the said tracts of land set out in the Plaintiff's amended bill.

Third. He will ascertain and report whether or not the conveyance by G. W. Blankenship to C. C. and Emma C. Blankenship and the deeds trust to J. W. Orr, Trustee, to secure J. T. Blankenship are valid or fraudulent and voluntary; Fourth, He will ascertain and report any other matter deemed pertinent by himself or required by any party in interest.

And it appearing to the court that John Roberts and W. F. A. Gregory have been duly served with process for more than fifteen days prior to the first day of this term, and they failing to appear plead or answer the said bill is taken for confessed as to them.

And on motion of A. W. Couk & W. E. Orr late partners in trade under the style and firm name of Couk & Orr, leave is granted them to file their petition in this cause against S. E. Turner and G. W. Blankenship, N. W. Gregory, Lydia M. Ely, Admrx.

And it appearing to the court that G. W. Blankenship, Lydia M. Ely and N. W. Gregory have been duly served with process at rules and that order of publication has been duly made and posted and published as to S. E. Turner a non-resident and that each of said defendants to said petition have failed to appear, plead or answer the said petition is taken for confessed as to them.

And the cause is continued.

AB Munsey-Clerk.

Copy of Decree.

Clerk S-S

Lydia M. Ely, Admrx.,

vs.

In Chancery.

F.A.Munsey et als.

The deposition of C.C.Blankenship Jr., taken before me A.M.Goins ~~Special~~ Commissioner in the above styled cause, pursuant to the notice hereto affixed, at ~~his~~ ^{my} office in the town of Jonesville, on the 8th day of Sept, 1902, the time and place designated in said notice, to be read as evidence on behalf of Lydia M. Ely, Admrx., in certain ^{suit} in Chancery depending in the Circuit Court of the County of Lee, wherein she is complainant, and F.A.Munsey and others are defendants, and now before me as Commissioner in said cause,

Sept, 8th, 1902.

Present: Geo. P. Cridlin, attorney for Alexander Martin et als;

M.G.Ely, attorney for Lydia M. Ely and Couk & Orr;

J.H.Orr, attorney for G.W.Blankenship.

~~E.P. Wincom~~

~~R.H. Pennington~~ attorney for G.W., C.C., Emma and J.T.Blankenship;

~~R.L. Pennington, Atty. for Lydia M. Ely, Admrx.~~

C.C.Blankenship, a witness of lawfull age, being duly sworn deposes and says:

Question by attorney for Lydia M. Ely, compalinant.

Q.-- What relation are you to G.W.and J.T.Blankenship?

A.-- We are brothers.

Q.-- In the deed made by G.W.Blanenship and wife to you and your wife on the 14th day of Dec.1897, for the consideration of \$1000.00 in hand paid and secured to be paid, please state just how that \$1000.00 was paid?

A.-- In the first place I executed my noted to G.W.Blankenship for the full amount. There was no cash paid down. I had gone G.W. Blankenship's decurity for eight or nine hundred dollars, I forget whether with interest or not, and he failed to pay J.T. Blankenship, and I executed a deed of trust to the said J.T. Blankenship. There may have been five of the noted for the \$1000. I think they were made in \$200 payments. I told G.W. Blankenship that as I had executed this deed of trust and my notes to him, that I wanted to recall the notes that I had executed to him for the remainder; that in the way it stood at that time that it may cause me a great deal of trouble, as I was bound as security on the notes and also had executed

a deed of trust; and he turned over to me the notes.

Q.-- How much of the money borrowed from J.T.Blankenship did you borrow, and how much did George borrow?

A.-- George had borrowed \$280, is my recollection; after that we together borrowed something like \$600.

Q.-- Has any part of that deed of trust ever been paid?

A.-- No sir.

Q.-- Did you and George borrow the \$600 jointly?

A.-- Yes, sir . We borrowed it jointly when we went in business up here. He borrowed the \$228 himself.

Q.-- The five notes which you executed to George for this land , and which you lifted when you executed the deed of trust to your brother J.T.Blankenship, have you those notes in your possession?

A.--I had the notes, but since this thing has come up, I can't find them. I may have destroyed them not thinking there would ever be any trouble existing .

Q.-- As for as cash is concerned, have you ever paid as much as \$1.00 cash on this land?

A.-- I have not paid any cash on this.

Q.-- The deed of trust by you and your wife to J.W.Orr, for the benefit of J.T.Blankenship, and deed executed by G.W. Blankenship and wife to you and your wife, who had them recorded, you or George?

A.-- I had them recorded.

Q.-- Was J.T.Blankenship here when this deed of trust was executed?

A.-- He was not.

CROSS EXAMINATION BY C.T.DUNCAN.

Q.-- You stated in answer to one of ^{the} your questions which came to you above, that you and G.W.Blankenship had borrowed from J.T.Blankenship the sum of \$600, while you and the said G.W.Blankenship were engaged in business together. Now please state what kind of business you and the said G.W.Blankenship were engaged in, and where.

A.-- We were engaged in the mercantile business at Jonesville.

Q.-- Please state whether that mercantile business was closed up or dissolved, and if so, when as nearly as you can get.

A.-- Well, it was closed up. I don't remember just the exact time, something over, possibly, three years ago. I think I took charge of the office the 16th of Sept.. I closed out a little before that time

three years ago.

Q.-- In closing up that business who became responsible for the \$600 which you and your partner G.W.Blankenship had borrowed .

A.-- G.W.Blankenship became responsible for it.

Q.-- You stated also in answer to one of the questions propounded to you in your examination in chief that J.T.Blankenship was not here when the deed of trust was executed and recorded. Now please state whether or not the said J.T.Blankenship ^{was} had demanding the payment or securing of the money due to him from you and your partner, and also the money due to him from G.W.Blankenship individually.

A.-- He had.

Q.-- Was any body here to represent J.T.Blankenship, if so, who?

A.-- Judge Orr, as I understood.

Q.-- State whether or not you were security to J.T.Blankenship for the money which G.W.Blankenship had borrowed from him individually?

A.-- At the time he first borrowed the amount I was not on the note, but after that there was some interest added, and a new note executed, and I signed that. When J.T.Blankenship made demand for this money I thought I was not on the note for the money borrowed by G.W.Blankenship individually, and I wrote to my brother J.T.Blankenship ~~about~~ for information as to that fact ; he wrote back to me that I was security for all of it, and, in studying about the matter since, I have some remembrance of the taking of the new note for the amount due by George individually, and signed that as stated in the beginning of this answer.

Q.-- In the purchase of this land and the taking of the ~~deed~~ ^{deed} from G.W.Blankenship to yourself and wife, Emma Blankenship, was there any purpose on your part, or on the part of Emma Blankenship, to hinder, delay and defraud the creditors of G.W.Blankenship?

A.-- There was none.

Q.-- Was there any purpose known to you on the part of G.W.Blankenship in the execution of said deed to hinder, delay and defraud his creditors?

A.-- None.

Q.-- Was this deed of trust which was executed by you and your wife

to J.W.Orr, to secure the ^{debts} ~~deeds~~ due to J.T.Blankenship, executed on account of any alarm which you felt of the deed to yourself and wife from G.W.Blankenship being considered ^{fraudulent} ~~solvent~~.

A.-- It was not, I never thought so.

A.-- Why was that deed of trust executed?

A.-- It was executed to secure the money we had borrowed from J.T.Blankenship to himself.

Q.-- If you had been in condition to ~~pay~~ this money when J.T.Blankenship demanded it, would you have executed the deed of trust?

A.-- I would not.

Re--direct examination, by M.G.Ely.

Q.-- Did your partnership business make money or lose?

A.-- We did not lose.

Q.-- What did G.W.Blankenship get out of this partnership business that caused him to become liable for the whole of the \$600 which you borrowed jointly?

A.-- When we closed business I bought the Post Office Property, and in straightening up the business of the store I was owing \$190 to G.W.Blankenship. I ~~paid~~ that to him with the understanding that he was to pay the amount due J.T.Blankenship that we had borrowed from him.

Q.-- Did you or G.W.Blankenship buy S.O.Blankenship's interest on your home farm when it was sold ^{by} ~~for~~ the commission ^{or} of sale?

A.-- I don't think I bid it off. I suppose G.W.Blankenship did. ~~He~~ was to purchase that interest, and he conveyed the entire tract to me.

Q.-- Did not you know that there was litigation going on in the Circuit Court between G.W.Blankenship and George Ely and M.E.Woodward and others, or had not you heard it talked about at or before the time you bought the land from George?

A.-- At the time I bought the land I don't remember of hearing about any litigation between the parties mentioned. I might have heard of it, but I do not now remember it.

And further this deponent says ~~he~~ not.

John Blankenship
 State of Virginia, County of Lee, to-wit:

(over)

State of Virginia, County of Lee, to-wit:

I, A.M. Goins, a commissioner in Chancery for the Circuit Court of the County of Lee, do hereby certify that the foregoing disposition was duly taken under oath after notice, and subscribed before me, and at the time and place as above mentioned.

Given under my hand, this the 8th day of Sept, 1902.

A. M. Goins, Commissioner.

Ledvia M. Ely, Hamre.

vs { Deposition of C. C.
Blankenship, Jr.

F. A. Munsey et al.

3 hrs

Lydia M. Ely, Admx.,

vs.

In Chancery.

F. A. Munsey, et als

The deposition of George W. Blankenship, taken before *A. A. ...*
Hobson..... Notary Public in and for the City
of Bristol, in the State of Virginia, by agreement on the *11th* day of
October, 1902, at the office of Geo. W. Blankenship, in Bristol, Va.,
to be read as evidence on behalf of the defendants, in the above
suit in Chancery now pending in the Circuit Court of the County of
Lee, State of Virginia, and now before A. M. Goins, as Commissioner
in said cause.

Present: *M. G. Ely, Att'y for Lydia M. Ely, Admx.,*
W. C. B. & Ors......

George W. Blankenship, a witness of lawful age, after being duly
sworn, deposes and says: That he is one of the defendants in the
above styled suit; that he is a brother of C. C. Blankenship, Jr., and
J. T. Blankenship; that prior to the 14th day of Dec., 1897, he was
the owner of a certain tract or parcel of land on which his father,
C. C. Blankenship, Sr., then resided and on which he now resides,
known as the home place, and which said tract of land was subject to
the life estate of my father, C. C. Blankenship, Sr..

For some time before the 14th day of Dec., 1897, my brother,
C. C. Blankenship, Jr., and myself, had repeatedly talked about a trade
for this tract of land. I had no use for the land, and never expect-
ed to live upon it, or to cultivate it. My father was then, as he
is now, a very old man, and had, as before stated, his life estate
in said land. My brother, C. C. Blankenship, Jr., wanted the place,
and we finally agreed upon the price of \$1000.00, and I was to give
him time in which to pay this \$1000.00, but I do not now remember the
exact time given, but think it was 1. 2. 3. 4 and 5 years. C. C.
Blankenship Jr., executed to me his note, or notes, I do not now
remember just how many notes, but, any way, the aggregate sum evidenced
by said notes was \$1000.00. The notes were not to bear interest for

the reason that my brother could not come into possession of the land until after my father's death.

S. O. Blankenship had an undivided ~~XXXXXX~~ one-half interest in one of the shares--the share that I had formerly purchased from C. C. Blankenship, Jr., and wife. I was to make good the title to this interest to C. C. Blankenship Jr. for the sum heretofore named--\$1000.00, or, in other words, C. C. Blankenship Jr., was to have the entire tract of land owned by me and S. O. Blankenship for the \$1000.00. S. O. Blankenship had purchased a lot at Pennington Gap, and in a suit by the Pennington Gap Improvement Company for the balance purchase money on the lot, ~~her~~ interest in the Blankenship tract of land was sold, and I bid it off as attorney for, and in the name of C. C. Blankenship, who executed his notes and I signed them as security to make the sale regular with him, though pursuant and in accordance with my agreement with him, I was to pay the notes executed by us to E. W. Pennington, Commissioner in the Chancery suit of Pennington Gap Improvement Company against S. O. Blankenship, et al.

As before stated, and the reason why I was to become paymaster of these notes, I had agreed to make C. C. Blankenship, Jr. and wife, a clear title to the aforesaid interest of S. O. Blankenship in the Blankenship home Tract of Land. I paid the costs and commissions of the sale to E. W. Pennington, Commissioner, and took a receipt in the name of C. C. Blankenship, but the notes executed have not been paid, and as I now remember it, ~~no~~ part of them have been paid.

My brother, C. C. Blankenship, Jr. and myself for a while run a grocery store at Jonesville, Va., and in order to do this, we borrowed \$600.00 from our brother, J. T. Blankenship. I had previously borrowed from J. T. Blankenship on my own account \$200.00, but when we borrowed the \$600.00, or about that time, I renewed the \$200.00 note to J. T. Blankenship, adding the interest, which made the principal, I think, \$213.00. C. C. Blankenship signed ^{the} a new note with me. After renewing the note that I had borrowed on my individual

account from my brother, J. T. Blankenship, and adding that to the \$600.00 that C. C. Blankenship and myself owed him jointly, made \$818.00 in all--borrowed cash that we actually owed to J. T. Blankenship.

C. C. Blankenship and myself closed up the mercantile business that we had, and in the settlement between us, I was to pay the borrowed money that we owed to J. T. Blankenship. I had used for individual purposes the larger amount of this \$600.00, and in our settlement, and in ballancing accounts and evening up matters regarding the store and the borrowed money used, C. C. Blankenship, Jr. became indebted to me for fixtures in the Jonesville post office, and other matters which I cannot just now recall, in the sum of about \$190.00, and for this amount ~~he~~ executed his note to me, and has since paid it. And now, that we had got further time on the money that we had borrowed from J. T. Blankenship, and as I was needing money very much, I had C. C. Blankenship, Jr. to pay me as fast as he could the \$190.00, leaving the \$818.00 owing to J. T. Blankenship still unpaid, and C. C. Blankenship, Jr. still owing to me \$1000.00 for the land I had sold him, and me owing to E. W. Pennington, Commissioner, the notes executed to him by C. C. Blankenship, Jr. and myself the amount due on the interest of S. C. Blankenship.

I failed to get the money to pay to J. T. Blankenship the borrowed money that I owed him, and C. C. Blankenship Jr., having signed the notes, and being equally bound with me for this money, became very restless about the matter, because he knew that at the time I was broke up financially, and he thought, and for reason ~~so~~, that he would have to pay J. T. Blankenship the \$818.00 and interest, money that we had borrowed, as I was not able to pay it, and I still held C. C. Blankenship's Jr., notes for the \$1000.00 purchase money due on the land. C. C. Blankenship said to me, that in as much as he would likely have to pay for me the \$818.00 and interest that I owed to J. T. Blankenship, he thought that I ought to surrender to him the notes

that I held against him for the land--\$1000.00, and I did so. J. T. Blankenship was wanting his money, and I was not in a position to pay it to him, neither was C. C. Blankenship Jr., so, in order to better secure J. T. Blankenship and make him better satisfied about the money that was owing to him, C. C. Blankenship ~~and~~ Jr. and wife executed to J. W. Orr, Trustee, a Deed of Trust on the land that I had sold to C. C. Blankenship Jr. and wife. C. C. Blankenship did this of his own accord, and because he did not want to see J. T. Blankenship feel that he, J. T. Blankenship, would loose his money. C. C. Blankenship Jr. and wife executed this Deed of Trust, had it regularly recorded, and sent the Deed of Trust to J. T. Blankenship in Idaho.

In the sale of this land by me to C. C. Blankenship Jr. and wife, and in the execution of the Deed of Trust by C. C. Blankenship Jr. and wife to J. W. Orr, Trustee, there was no purpose or intention on my part to hinder, delay or defraud any creditor or creditors that I had. There could have been no purpose on the part of C. C. Blankenship Jr. to hinder, delay and defraud my creditors, for the reason that the sale by myself to him, ~~for the reason that it~~ was a bona fide transaction, made in good faith upon the part of each of us; and there could have been no purpose on the part of J. T. Blankenship to hinder, delay and defraud my creditors, because, in so far as I know, I do not think he knew any thing about my financial condition; in fact, I am sure he did not. I can, and do state positively, that at the time of the sale and conveyance of the land to C. C. Blankenship, Jr., and wife, there was no intention or purpose upon my part to hinder, delay and defraud the plaintiff in this suit, for at the time, no judgement had been rendered against F. A. Munsey, M. E. Woodward, John W. Woodward and myself, on the bond ~~signed~~ ^{red on} by Geo. H. Ely, deceased, ~~and I do not think there ever could have been any judgement~~ ^{no judgement had been rendered} ~~given~~ against us, and I did not think there ever would be any judgement against us on said bond. It was my opinion as a lawyer, and as one of the defendants in the case, all the while, and up to the time

that judgement was rendered against us, that no judgement ever would be rendered on said bond, and so surprised was I when the judgement was rendered, and I so strongly believed that it was improperly rendered, that I immediately took steps to appeal the case to the Supreme Court of Virginia.

The Deed executed by myself to C. C. Blankenship Jr. and wife, was not executed on account of any alarm felt by me that a judgement would be rendered against us on the bond, and I am sure that there was no alarm or fear upon the part of C. C. Blankenship Jr. when he executed the Deed of Trust to J. W. Orr, Trustee, to secure the debts due to J. T. Blankenship. C. C. Blankenship Jr. could not possibly have had any uneasiness about the matter, because, as before stated, the Deed from myself to him was made in good faith and for the consideration named in said Deed. The Deed was not voluntary, nor said conveyance made without consideration; nor was it made to defeat the collection of the debt here sued upon, or any other debt, or to hinder, delay and defraud G. I. Ely or any other person. There was no fraud, or thought of fraud connected with this entire transaction.

Cross Examination

by

M. G. Ely, attorney for Lydia M. Ely, Administratrix and Couch & Orr.

Q. 1 Please state whether or not the judgement of Chapman, White, Lyons & Co.; Cullen & Newman, Charles Weiler & Son, have ever been paid.

A. 1 They have.

Q. 2. Please state whether or not the judgement of Julia A. Bowman against S. E. Turner and yourself as security, has ever been paid; and if so, who paid it? And if you paid any part of it, state whether or not you claim subrogation?

A. 2. The balance due on that judgement is due and owing to I. C. Joslyn. I had Capt. Joslyn to pay the judgement off for me to J. C. Noel, attorney for Julia Bowman, but I have never paid him.

And further this deponent sayeth not.

George W. Blankenship

Virginia, City of Bristol, to wit:

I, A. A. Hobson

....., a Notary Public in and for the City and State
 aforesaid, do hereby certify that the foregoing deposition of George
 W. Blankenship was duly taken, sworn to and subscribed before me, at
 the time and place, and for the ^{purposes} ~~reason~~ mentioned in the caption of the
 same.

Given under my hand this the 11th day of October, 1902.

A. A. Hobson
 NOTARY PUBLIC.

Lydia M. Ely. Admrs.

25 { Deposition of G. W. Blam-
Kenship.

F. A. Munsey et al.

C O M M I S S I O N E R ' S R E P O R T .

Lydia M. Ely, Admr. &c.,)
vs.) IN CHANCERY.
F.A.Munsey et al.)

To the Hon. H. A. W. Skeen, Judge of the Circuit court for Lee County, Virginia:

Your undersigned special commissioner, appointed by decree entered in the above styled cause on the 4th day of June, 1901, begs leave to report that, after having given notice to the parties in interest of the time and place of his sitting, as directed by the decree of the court, and as will appear from a copy of the notice herewith filed marked "N", proceeded on the 8th day of July, 1901, the time, at the office of A.M.Goins in the town of Jonesville, the place, designated in the notice, to execute said decree; and the proceedings having been thence forward adjourned from day to day, and being at length completed, the result is herewith respectfully submitted.

Your commissioner is directed by said decree:

First, To ascertain and report all liens existing against the lands of M.E.Woodwards and F.A.Munsey, the amount of each, its priority, and to whom due.

Second, To ascertain whether or not the lands of M.E.Woodward and F.A.Munsey will rent for a sum sufficient in five years to pay the liens against them.

Third, To report any other matter deemed pertinent by himself or required by any party in interest.

In obedience to the enquiry first above directed, your commissioner files herewith, as part hereof, statements "A" and "B": statement "A" showing the liens, to whom due, the amounts, and priorities, against the lands of M.E.Woodward, and statement "B" showing the liens, to whom due, the amounts, and priorities, against the lands of F.A. Munsey. Statement "A" shows existing liens against the lands of M.E.Woodward, as of November 6, 1901, amounting to \$709.38, and statement "B" shows existing liens against the lands of F.A.Munsey, as of November 6, 1901, amounting to \$432.98. The judgment reported in

statement "B", as a lien against the lands of F.A.Munsey, is also reported in statement "A", as a lien against the lands of M.E.Woodward. The priorities of said liens are indicated by the numerical values of the figures in the margine of said statements.

In obedience to the enquiry second above directed, your commissioner ascertains that the lands of the said M.E.Woodward, referred to in these proceedings, will not rent for a sum sufficient in five years to pay the liens against them, but your commissioner ascertains that the lands of the said F.A.Munsey, referred to in these proceedings, will probably rent for a sum sufficient in five years to pay the liens against them.

Your commissioner not being required by any one in interest to report upon any special matter, nor deeming it pertinent himself to do so, he here respectfully submits this his report. This Sept.24,1901.

A. M. Goins,
.....

Special Commissioner.

Fee for this Report \$ 9⁰⁰

Fee charged to

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 12 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 24th day of September, 1901.

A. M. Goins,
.....

Special Commissioner.

(See statements "A" and "B" following).

LIENS AGAINST THE REAL ESTATE OF M.E.WOODWARD.

<hr/>			
"1".	To judgment of W.E.Grinstead & Co. vs. M.E. & J.W.Wood-		
	ward--judgment dated March 1895,	\$ 62.75	
	" Int. on same from 10/30/'94 to 11/6/ 1901,	26.42	
	" Cost of suit,	9.33	\$ 98.50
<hr/>			
"2".	To judgment of Chapman, White, Lyons & Co. vs. M.E.		
	Woodward--judgment dated 11/15/1895,	\$ 84.02	
	" Int.on same from 6/18/'94 to 11/6/1901,	37.22	
	" Cost of suit,	7.96	\$129.20
<hr/>			
"2".	To judgment of Cullen & Newman vs. M.E. & J.W.Wood-		
	ward--judgment dated 11/15/1895,	\$ 37.92	
	" Int. on same from 7/15/'94 to 11/6/1901,	12.24	
	" Cost of suit,	8.56	\$ 48.72
<hr/>			
"3".	To Bal. on judgment of G.H.Ely vs. M.E.Woodward, Geo.W.		
	Blankenship and F.A.Munsey, as of 11/6/1901--See		
	Statement "B", herewith filed,	\$432.98	\$432.98
	<u>TO TOTAL JUDGMENT LIENS, as of 11/6/1901,</u>		<u>\$709.38</u>
<hr/>			

4,

LIENS AGAINST THE REAL ESTATE OF F.A.MUNSEY.

To judgment of G.H.Ely vs.M.E.Woodward, Geo.W.Blan-	
kenship and F.A.Munsey--judgment dated 6/16/'98,	\$600.00
" Int. on same from 6/9/'98 to 6/16/'98,	72.07
" Cost of suit in Circuit court,	34.54
To PRINCIPAL, INTEREST AND COST 6/16/'98, date of ap-	
peal,	\$706.61
"1". " Damage of appellee(interest on principal, interest	
and cost from 6/16/'98 to 6/21/1900),	85.38
" Costs recovered by appellee,	21.43
To TOTAL AMOUNT DUE APPELLEE, as of 6/21/1900,	\$813.42
" Int. on \$600 from 6/21/1900 to 8/8/1900,	3.17
To TOTAL AMOUNT DUE ON JUDGMENT 8/8/1900,	\$816.59
By amount paid by F.A.Munsey 8/8/1900,	413.69
To Balance due on judgment 8/8/1900,	\$402.90
" Int. on balance 8/8/1900 to 11/6/1901,	30.08
To AMOUNT DUE ON JUDGMENT AS OF NOV.6, 1901,	\$432.98

(STATEMENT "B").

Lydia M. Ely, Adm'r.

vs. { Comr's Report.

F. A. Munsey et al.

Filed Sept. 24, 1901.

A. B. Munsey Clerk

Comr's fee \$9⁰⁰

C O M M I S S I O N E R ' S R E P O R T .

Lydia M. Ely, Admrx. &c.,)	
vs.)	In Chancery.
F.A. Munsey et al.)	

To the Hon. H.A.W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

The undersigned commissioner, appointed by decree entered in the above styled cause on the 18th day of July, 1902, to do and perform the matters and things in said decree set forth, after giving notice to the attorneys for the parties in interest of the time and place of his sitting, as directed by said decree, and as will be seen from a copy of the notice herewith filed marked "N", proceeded, on the 8th day of September, 1902, at his office in the town of Jonesville, the time and place designated in said notice, to comply with the requirements of said decree; and the proceedings having been thenceforward continued from day to day, and being at length completed, the result is herewith respectfully submitted.

The commissioner is directed by said decree to ascertain and report on the following matters:

First, Whether the judgment of the complainant is a lien on the several tracts of land claimed by her in her amended bill; and if so, whether the same will rent for a sum sufficient to pay said judgment, and any other liens that may exist against said lands, within five years;

Second, The state of the title to each one of the said tracts of land set out in the complainant's amended bill;

Third, Whether or not the conveyance by G.W. Blankenship to C.C. and Emma C. Blankenship, and the deed of trust to J.W. Orr, trustee, to secure to J.T. Blankenship, are valid, or are fraudulent and voluntary; and

Fourth, Any other matter deemed pertinent by himself or specially required by any one in interest.

In order to present a clear exposition of the matters above directed by the court, the commissioner will first present, as part of this report, statement "A", which is a list of liens, now of record in the Judgment Lien Docket of Lee county, against G.W. Blankenship. The total sum of this list, with interest calculated to Nov. 3, 1902, is \$718.36. The priority of each judgment reported

in said list is indicated by the numerical value of the figures on the left hand of the sheet, and the amount of each judgment, and to whom the same is due, may be seen by reference to said statement.

It will be seen by reference to said statement "A", that it contains five judgments, each of which the commissioner considers a subsisting lien and proper to report. The names of the plaintiffs in said judgments, the dates of rendition and dates of docketing, are as follows:

	(Date of Rendition)	(Date of Docketing)
Julia A. Bowman--	Mar. 7, 1897--	Mar. 22, 1897;
G.H. Ely--	June 16, 1898--	Dec. 3, 1898;
P.G. Imp. Co.--	Mar. --, 1901--	Mar. 16, 1901;
P.G. Imp. Co.--	Mar. --, 1901--	Mar. 16, 1901;
C.A. Russell--	July 30, 1901--	Aug. 19, 1901.

The commissioner ascertains and reports the following in reference to the various tracts of land set out by the complainant in her amended bill:

1st, By deed dated Dec. 4, 1894, G.W. Blankenship became the owner of a one-half undivided interest in a tract of land conveyed to himself and E.W.R. Ewing by Henry Marshall (col.), as shown by exhibit "1" with complainant's amended bill. The said Blankenship is still the owner of his one-half undivided interest in this land, and all the judgments reported in statement "A" are liens upon it, and in the order of priority as indicated in said statement.

2nd, By deed dated Aug. 14, 1894, G.W. Blankenship became the owner of a two-acre tract of land on Rock creek in the Pocket country, conveyed to him by James Sarver, as shown by exhibit "2" with the complainant's amended bill. The said Blankenship in his answer to said bill says he sold and conveyed this land to some one, but does not remember to whom. No conveyance has been placed upon record of said land by the said Blankenship to any one, consequently the commissioner reports that all the judgments in statement "A" are liens upon this tract, and in the order of priority as in said statement indicated.

3rd, By deed dated January 5, 1893, G.W. Blankenship became the owner of a one-half undivided interest in 8 acres of land conveyed by C.T. Duncan and wife and Mat Sims and wife to him, located near the town of Jonesville, as shown by exhibit "2 1/2" filed in the

1899 papers of this suit. By deed dated Sept. 11, 1893, the said Blankenship and wife sold and conveyed this land to Alexander Martin (col.), but the said Martin never had his deed put to record until Jan. 5, 1899, (See exhibit "3" filed with complainant's amended bill). It will be seen from statement "A", that the judgments of Julia A. Bowman and G.H. Ely were both rendered and docketed prior to said 5th day of January, 1899, the date said Martin's deed was admitted to record. Hence said two judgments are liens upon this tract, and in the order of priority as indicated in statement "A".

1897 4th, By deed dated June 5, 1895, G.W. Blankenship became the owner by purchase at judicial sale from E.W.R. Ewing, special commissioner in the chancery cause of Martha J. Hutton vs. William Hutton, of a tract of land containing 40 acres more or less (See deed recorded in D.B. 33, pages 87-8). By deed dated March 8, 1897, but not recorded until April 4, 1901, the said Blankenship sold and conveyed this tract of land to W.F. Gregory (See exhibit "4" with complainant's amended bill). It will be seen from statement "A" that all the judgments therein reported, except the judgment of C.A. Russell, were rendered and docketed prior to said 4th day of April, 1901, hence they are liens upon this tract, and in the order of priority as indicated in statement "A". The judgment of C.A. Russell, not being rendered and docketed until since the 4th day of April, 1901, is not a lien on this land.

No note 5th, By deed dated Nov. 14, 1895, G.W. Blankenship purchased at judicial sale by E.W.R. Ewing, special commissioner in the chancery cause of A.J. Harris vs. W.F. Delph, a one-half undivided interest in 54 acres of land near White Shoals (See exhibit "5" with complainant's amended bill). The said Blankenship afterwards sold his interest in the tract of land to John Roberts and delivered to him a title bond for the same, but the said Roberts never had his bond put to record. Hence all the judgments reported in statement "A" are liens upon this tract, and in the order of priority as in said statement indicated.

No note 6th, A small tract of land, located some two or three miles northeast from Jonesville, purchased by G.W. Blankenship from J.A.G. Hyatt. This tract of land the said Blankenship afterwards sold to M.B. Garrett, but no conveyance from the said Blankenship to the

said Garrett has ever been put to record. Hence all the judgments reported in statement "A" are liens upon this tract, and in the order of priority as indicated in said statement.

7th, A small tract of land located in the Beech Spring neighborhood, purchased by G.W.Blankenship from S.E.Turner, and afterwards sold by said Blankenship to Norman W. Gregory. No deed of conveyance has ever been put to record from the said Turner to the said Blankenship, or from the said Blankenship to the said Gregory. This tract of land is subject to;(1), The liens against S.E.Turner, as shown by statement "B", filed herewith as part hereof, and in the order of priority as therein indicated; and (2), The liens against G.W.Blankenship, as shown by statement "A", and in the order of priority as therein indicated.

8th, A tract of land formerly owned by G.W.Blankenship, containing about 100 acres, located in Caney Hollow, the same being the land upon which C.C.Blankenship, Sr., now lives, and in which he owns a life-estate. By deed dated Dec. 14, 1897, and recorded Feb. 24, 1898, the said G.W.Blankenship and Mary E., his wife, conveyed this tract of land to Charles C.Blankenship, Jr., and Emma C.Blankenship, his wife (See exhibit "6" with complainant's amended bill). It will be seen from statement "A", that the judgment of Julia A.Bowman was rendered and docketed prior to said 24th day of Feb., 1898, and that the other judgments reported in said statement have been rendered and docketed since that date. Hence the commissioner reports that only the judgment of the said Julia A. Bowman is a lien upon this tract of land.

The complainant in her amended bill seeks to set aside, annul and vacate the deed from the said G.W.Blankenship and wife to the said Charles C.Blankenship, Jr., and wife, as voluntary and without consideration deemed valuable in law, and made for the purpose of hindering, delaying and defrauding her in the collection of her debt. But, from the evidence before the commissioner, he does not consider the contentions of the complainant in this particular well supported. Hence he reports the conveyance by G.W.Blankenship to Charles C.Blankenship, Jr., and Emma C.Blankenship, and the deed of trust to J.W.Orr, trustee, to secure to J.T.Blankenship, valid.

With the foregoing presentation, the commissioner will now

recapitulate and answer briefly the inquiries directed by the court:

First, Whether the judgment of the complainant is a lien on the several tracts of land claimed by her in her amended bill; and if so, whether the same will rent for a sum sufficient to pay said judgment, and any other liens that may exist against said lands, within five years.

The commissioner reports that the judgment of the complainant is a lien upon the various tracts of land claimed by her in her amended bill, except the tract conveyed by G.W.Blankenship and wife to Charles C.Blankenship, Jr., and Emma C.Blankenship, and the lands upon which her said judgment is a lien will not rent for a sum sufficient to pay her said judgment, and the other liens that exist against said land, within five years.

Second, The state of the title to each one of the said tracts of land set out in the complainant's amended bill.

For the answer to this inquiry the commissioner will refer back to what is said in dealing with each of said tracts of land separately.

Third, Whether or not the conveyance by G.W.Blankenship to C.C. and Emma C.Blankenship, and the deed of trust to J.W.Orr, trustee, to secure to J.T.Blankenship, are valid, or are fraudulent and voluntary.

From the evidence before the commissioner he reports that the conveyance by G.W.Blankenship to the said C.C.Blankenship and Emma C.Blankenship, and the deed of trust to J.W.Orr, trustee, to secure to J.T.Blankenship, are valid.

Fourth, Any other matter deemed pertinent by himself or specially required by any one in interest.

Now having answered the inquiries referred by the court, and no report being required upon any special matter by any one in interest, the commissioner deems it necessary to make only this additional statement: Some of the judgments reported in statement "A" are liens upon more than one of the foregoing tracts of land, while others of said judgments are liens upon only one tract. For example, the judgment of Julia A.Bowman is a lien upon each of said tracts, but is the only lien upon the 100 acre tract. This creditor should therefore be required to collect her judgment off of the 100 acre tract, so as to lieve the other tracts for the benefit of the other creditors, which

will hardly be sufficient to pay them.

Now having fully answered, the commissioner here respectfully submits this his report, this October 18th, 1902.

..... *A. M. Goins,*

Special Commissioner.

+++++

Fee for this Report, \$ *80.00*

Fee charged to

I, A.M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than *40* hours, in performing the services for which the fee above stated is charged, and do so certify, this *18th* day of *October*, 190*2*.

A. M. Goins,

Special Commissioner.

The above report is excepted to because it does not disclose the dates of the several alienations of the tracts of lands mentioned therein, and the order in which the lands should be sold cannot be decreed. The report is indefinite in this respect. This Nov-
6th 1902.

L. T. Hyatt, atty for M. B. Garrett.

LIST OF JUDGMENTS AGAINST G.W.BLANKENSHIP,
AS SHOWN BY THE JUDGMENT LIEN DOCKET OF LEE COUNTY.

1" To judgment in favor of Julia A. Bowman vs. S.E. Turner
and G.W. Blankenship--Judgment rendered 3/7/'97, and
docketed 3/22/'97, for \$114.00
" Int. on same from 6/3/'96 to 3/20/'97, 5.45
" Cost at law, 8.14
" Cost in Chancery suit, less atty. fee, 13.17
To amount due 3/20/'97, \$140.76
By amount paid as of 3/20/'97, 80.00
To balance due 3/20/'97, \$ 60.76
" Int. from 3/20/'97 to 11/3/'02, 20.48
To amount due as 11/3/'02, \$ 81.24 \$ 81.24

(The balance due on the foregoing judgment has
been assigned to H.C. Joslyn--See written assign-
ment in his possession).

2" To balance on judgment in favor of G.H. Ely vs. M.E.
Woodward, Geo. W. Blankenship and F.A. Munsey--Judg-
ment rendered 6/16/'98, and docketed 12/3/'98.
Balance due 8/8/'00, (See statement "B", filed
with former report), \$402.90
" Int. on balance from 8/8/'00 to 11/3/'02, 54.06
To amount due as of 11/3/'02, \$456.96 \$456.96

3" To judgment in favor of Pennington Gap Imp. Co. vs.
G.W. Blankenship--Judgment rendered March Term, 1901,
and docketed 3/16/'01, for \$ 19.00
" Int. on same from 5/21/'91 to 11/3/'02, 13.06
" Cost at law, 4.41
To amount due as of 11/3/'02, \$ 36.47 \$ 36.47

3" To judgment in favor of Pennington Gap Imp. Co. vs.
G.W. Blankenship--Judgment rendered March Term, 1901,
and docketed 3/16/'01, for \$ 42.00
" Int. on same from 7/1/'91 to 11/3/'02, 28.57
" Cost at law, 4.41
To amount due as of 11/3/'02, \$ 74.98 \$ 74.98

4" To judgment in favor of C.A. Russell vs. G.W. Blanken-
ship and O.C. Lee--Judgment rendered 7/30/'01, and
docketed 8/19/'01, for, \$ 57.93
" Int. on same from 3/7/'00 to 11/3/'02, 9.23
" Cost before J.P., 1.55
To amount due as 11/3/'02, \$ 68.71 \$ 68.71
TOTAL AMOUNT OF ABOVE, as of Nov. 3, 1902, \$718.36

This judgment and
reporting has been
settled with the
W. H. Blankenship
and the line of
judgment is hereby
closed. This entry is
made. H. C. Joslyn
Driver

LIST OF JUDGMENTS AGAINST S.E.TURNER,
AS SHOWN BY THE JUDGMENT LIEN DOCKET OF LEE COUNTY.

1/2" To judgment in favor of the officers of the court
vs. Emily J. Harber, S.E. Turner, Jemina Daniel,
Frank Turner, W.E. Turner, R.W. Turner and Eliza
Turner--Judgment rendered 11/5/'97, and docketed
11/30/'97, \$ 10.81 \$ 10.81

N.B. The foregoing judgment is for cost incur-
red in partitioning the land sought to be subjec-
ted in these proceedings. The total amount of the
judgment is \$75.70, and there are seven of the de-
fendants, which would make the said S.E. Turner's
part, which is a lien on his interest in the land,
\$10.81, as above. (See Ex. "X" and "Y").

2" To judgment in favor of Julia A. Bowman vs. S.E. Tur-
ner and G.W. Blankenship--Judgment rendered 3/7/'
97, and docketed 3/22/'97 (See Ex. "X"), \$114.00
" Int. on same from 6/3/'96 to 11/3/'02, 43.39
" Cost at law, 8.56 \$166.45
N.B. The foregoing judgment has been assigned
to H.C. Joslyn.

3" To judgment in favor of Couk & Orr vs. S.E. Turner--
Judgment rendered 5/22/'97, and docketed 5/24/'97,
(See Ex. "X"), \$ 16.32
" Int. on same from 1/1/'96 to 11/3/'02, 6.70
" Cost before J.P., 1.25 \$ 24.27

4" To judgment in favor of D.C. Sewell, Comr., vs. S.E.
Turner, L.C. Roop and T.J. Ely--Judgment rendered
6/--/'97, and docketed 6/26/'97 (See Ex. "X"), . . \$143.85
" Int. on same from 5/16/'93 to 11/3/'02, 73.29
" Cost at law, 9.16 \$226.30
TO TOTAL AMOUNT ABOVE LIST, as of Nov. 3, 1902, . . . \$427.83

NOTICE.

At a Circuit Court for the County of Lee, continued and held on the 18th day of July, 1902, at the courthouse of said county:

Lydia M. Ely, Admr., Complainant,

+
vs. + IN CHANCERY.
+

F.A. Munsey et als., Defendants.

EXTRACT FROM DECREE.

***** It is therefore adjudged, ordered and decreed that A.M. Goins, who is hereby appointed a special commissioner for the purpose, after giving the attorneys for the parties five days notice of the time and place of his sitting, will proceed to ascertain and report on the following matters:

First, Whether the judgment of the plaintiff is a lien on the several tracts of land claimed by her in her amended bill, and if so, whether the same will rent for a sum sufficient to pay said judgment, and any other liens that may exist against said lands within five years;

Second, The state of the title to each one of the said tracts of land set out in plaintiff's amended bill;

Third, Whether or not the conveyance by G.W. Blankenship to C.C. and Emma C. Blankenship, and the deed of trust to J.W. Orr, trustee, to secure to J.T. Blankenship, are valid, or are fraudulent and voluntary;

Fourth, Any other matter deemed pertinent by himself or specially required by any one in interest. *****

A copy,--Teste:

....., Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on the 8th day of September, 1902, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This Aug. 28th, 1902.

..... *A. M. Goins*

Special Commissioner.

+++++

"N."

Lydia M. Ely, Admr.

vs. { Comrs Notice of
Acct.

F. A. Munsey et al.

Sept. 8, 1902.

We accept legal service of the within notice. This Aug 28, 1902.

Geo. P. Bridlin, atty
for Alex Martin and others.
L. T. Hyatt atty for
W. B. Garrett.

M. G. Ely, atty for Lydia M. Ely
and bank &c -

James W. Orr, of Counsel
for G. W. Blankenship.

Pennington Bros & M. G. Ely
for F. A. Munsey -

G. T. Hume for
G. W. & C. Blankenship

Lydia M. Ely, Admrx.

vs. { Comr's Report #2.

F. A. Munsey et al.

Filed Oct. 18th, 1902.

A. B. Munsey Clerk

Mar. 3rd 1903 -

Estimated time on the
J. S. Blankenship deed of
Lumber & Lvs = \$6.00

A. M. Gouin,
Comr.

Comr's fee \$30.00.

COMMISSIONER'S REPORT NO. 3.

Lydia M.Ely, Admrx.,)
vs.) In Chancery.
F.A.Munsey et al.,)

To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee county, Virginia:

Since filing his report in this cause on October 18th, 1902, the commissioner's attention has been calleed to a judgment in the chancery cause of the Pennington Gap Improvement Co. vs. S.O.Blankenship et al., now pending in this court, and he has been requested by said Improvement Co. to report upon said judgment, what lands it is a lien upon &c.

The commissioner ascertains by an inspection of the papers in said cause, that at the November term, 1897, of this court, a judgment was rendered therein in favor of said Improvement Co. vs. S.O. Blankenship and G.W.Blankenship for the sum of \$186.00, with interest thereon from May 21st, 1891, till paid, and the cost of said suit. This judgment at the time of its rendition was first in order of priority against the real estate of S.O.Blankenship, and second in order of priority against the real estate of G.W.Blankenship.

After the sale of Lot No. 2, Block No. 24, in the town of Pennington Gap, and a 1/8 undivided reversionary interest in the Catherine Munsey land, the property of S.O.Blankenship, and applying the proceeds on the foregoing judgment, on June 11th, 1898, a decree was entered, which among other things decrees as follows:

"And it appearing from the proceedings in this cause, and the report of Comr. Pennington, that the sale made by him lack \$162.38 paying the amount due to said Complt. from said defendants, it is therefore adjudged, ordered and decreed that said complainant recover from said defendants the sum of \$162.36, with interest thereon from the 17th day of January, 1898, till paid".

By the last named decree, leave was given the complainant to amend its bill, and sometime prior to the 16th day of Nov., 1898, said complainant filed its amended bill, and attached on a one-sixth undivided reversionary interest in the land now occupied by C.C.Blankenship, Sr., life tenant, and on the 16th day of Nov., 1898, a decree was entered in said cause against G.W. and S.O.Blankenship for the sum of \$162.36, with interest thereon from January 17th, 1898,

till paid, and the cost attending said amended bill and attachment, and E.W.Pennington was appointed a commissioner to sell said one-sixth interest aforesaid. On the 20th day of Feb., 1899, said commissioner sold said one-sixth interest at public auction, subject to the life-estate of C.C.Blankenship, Sr., and C.C.Blankenship, Jr., became the purchaser at the price of \$164.25, which the said commissioner ^{in his report} of Feb. 23, 1899, says is a sum sufficient to pay the debt of the complainant, and the accumulated costs and commissions of sale, amounting to the sum of \$21.94, and for the deferred payments the said C.C.Blankenship, Jr., executed his notes, with G.W.Blankenship as security, in the total sum of \$142.31, with interest from date of sale. Said report and sale of said Comr.Pennington was confirmed by the court, and on Nov. 7th, 1901, a judgment was awarded on a rule against the said C.C.Blankenship, Jr., and G.W.Blankenship for the sum of \$142.31, with interest thereon from the 20th day of Feb., 1899, till paid, and the cost of said rule, in favor of the said E.W.Pennington, commissioner, and with the further order of the court, that if said sums were not paid in thirty days thereafter, then E.W.Pennington, commissioner, should proceed to resell said one-sixth undivided interest ~~of~~ the said S.O.Blankenship ~~interest~~ in the said C.C.Blankenship, Jr., farm, subject to the life-estate of the said C.C.Blankenship, Sr., therein, or enough thereof to pay said debt, its interest and costs and commissions of sale. And here the proceedings in said cause of the Pennington Gap Improvement Co. vs. S.O.Blankenship et al. still lingers, the said E.W.Pennington, commissioner, having never advertised and sold said one-sixth interest pursuant to the decree of the court.

Under the foregoing state of facts, the commissioner is of opinion and doth report, that the judgment of the Pennington Gap Improvement Co. is a lien on each, and severally, of the tracts of land set out by the complainant in her~~e~~ amended bill, and in order of priority according to date rendered, but said judgment is a lien first in order of priority on the one-sixth undivided reversionary interest of the said S.O.Blankenship in the said C.C.Blankenship, Sr., farm, and it is a lien second in order of priority on the G.W.Blankenship interest in said farm, and if the said S.O.Blankenship's interest should be insufficient to pay the debt, interest and cost

#3.

of the Pennington Gap Improvement Co., then the commissioner reports that the residue should be enforced against the G.W.Blankenship interest in said farm, and this in order that the other creditors in this cause may have a subject matter left out of which they may collect their claims.

The commissioner holds that the said C.C.Blankenship, Jr., and Emma C. Blankenship had notice of the proceedings and the judgment in the cause of the Pennington Gap Improvement Co. vs. S.O.Blankenship et al.

And now having reported fully upon the foregoing matter, the commissioner here files this his supplemental report, this Oct. 24, 1902.

.....*A.M. Goins*.....
Commissioner.

Fee for this Report, \$ 4.50

Fee charged to

I, A.M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 6 hours, in performing the services for which the fee above stated is charged, and do so certify, this 24th day of Oct, 1902.

A.M. Goins,
Special Commissioner.

Lydia M. Ely, Admre.,

vs. { Comr's Report #3.

F. A. Munsey et al.

Filed Oct. 24th, 1902.

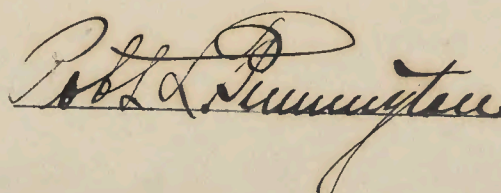
A. B. Munsey, Clerk

Comr's fee \$4.50

To the Hon.H.A.W.Skeen,Judge of the Circuit court for Lee Co.,Va.

In the chancery cause of Lydia M.Ely Admx. vs F.A.Munsey et al, upon an amended bill a decree was rendered at the March term,1903, in said cause directing your commissioner to make sale of that certain lot of land known as the western half of Lot No.5 in the town of Jonesville, or the D.R.Smith lot,which lies on the South side of main street and between the law office of R.L.Pen ington and the A.L.Pridemore stone house,and your commissioner after having advertised the time,terms and place of sale according to the terms of the said decree,proceeded at the front door of the court house of Lee County on the 20th day of April,1903, to offer the said lot of land for sale to the highest bidder at public auction upon the terms stated in the said decree,and at which sale W.S.Crowell became the purchaser at the price of \$430.00. It will be seen that from the decree redereed directing said sale,in the same decree J.W. Orr was adjudged to have the first lien upon the said lot for the sum of \$275. with interest thereon from the 12th day of March 1895,and it will be seen that the interest on said sum up to the day of sale amounts to the sum of \$133.65,the costs of the amended bill and commissions of sale amount to the sum of \$33.51,and deducting this sum from the amount of the purchase price leaves the sum of \$394.49,which is insufficient to pay the whole of the said J.W.Orr's said lien. The said Orr having sold said lot of land to J.W.Orr and given him a general warranty title thereto,assigned all interest in said lien to the said Crowell,so the purchase money which said Crowell gave for said lot is all going to him except the said costs of \$33.51,which the said Crowell has paid over to your Commissioner. Your commissioner thinks the sale to said Crowell should be affirmed and a deed made to him conveying all right title and interest of said Ewing and Blankenship.

May 26,1903.

 Commr.

Lydia M. Ely Admx. Compl't.

vs. Report of sale of Crowell lot.

F.A. Munsey., et al, Defts.

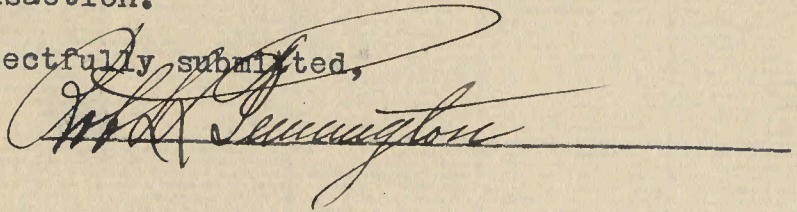
.....
Filed June 22nd 1903
A.B. Munsey Clerk

Lydia M. Ely
Admx.
June 22nd 1903

To the HON.H.A.W.SKEEN, Judge of the Circuit Court for Lee Co.,

Your undersigned Special Commissioner in the Chancery cause of Lydia M.Ely, Admx vs F.A.Munsey et al, begs leave to report that F.A.Munsey who bought the S.E.Turner tract of land mentioned in this cause has paid the whole of the purchase money and has sold the same by written contract to J.L. and Mollie Howard, as will appear by the contract here filed as part of this report. Said F.A.Munsey requests that the title to said tract of land be made to said Howars and that said deed be so written as that said F.A.Munsey and his wife might join in the same. Your comr, sees no objection to this course, and it will save some expense on the parties to the transaction.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "W. A. Pennington", is written over a horizontal line. The signature is fluid and somewhat stylized, with a large initial "W" and a long, sweeping tail.

Lydia M. Cely -

v³ Report -

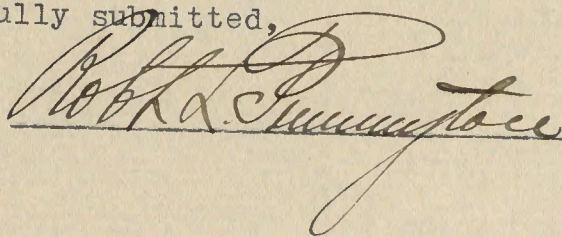
G. A. Murray has

Filed July 9, 1903 -

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County:

Your undersigned special commissioner in the chancery cause of Lydia M. E. Ly vs F. A. Munsy et al, begs leave to report that since the last term of the court the said F. A. Munsey has made settlement in full for all the purchases made by him of real estate in this cause and the said Munsey is now entitled to a deed for the several tracts of land which he purchased ~~was~~ except the Turner tract which has hertofore been conveyed to Howard and wife.

Respectfully submitted,



Com

Lydia M Eley Adm

v $\frac{3}{3}$ Report of
~~Adm~~ -

Ed Munsey & Co

File & No 6, 1903

A.B. Munsey Clerk

To the Hon.H.A WSkeen, Judge of the Circuit Court for Lee County.

Your undersigned special commissioner who was by decree rendered in the Chancery Cause of ~~Franklin~~ Lydia M.Ely admx, Vs F.A.Munsey et al, on the 26th day of Nov. 1903, to make to F.A.Munsey a deed to certain lands purchased by him in said cause begs leave to report that he has executed said deed and files the same with this report.

Respectfully submitted.

W. L. Pennington Comr.

Lydia Wiley

v³ Refmt

F. A. Murray et al.

File & No 6, 1903.

Lydia M.Ely, Admx.)
vs.) Report of Commissioner.
F.A.Munsey et al.)

To the Honorable H.A.W.Skeen, Judge of the Circuit
Court for Lee County.

Your undersigned special commissioner begs leave to report
that J.W.Munsey, ~~F.A.Munsey~~ and Alexander Martin have fully
complied with the terms of their purchase by paying the whole of
the purchase money due by them in this cause and the said J. W.
Munsey and ~~F.A.Munsey~~ and Alexander Martin are now entitled to
deeds of conveyance for said lands.

Respectfully submitted this 13th day of February, 1904.

Robert L. Munney
Special Commissioner.

Lydia M Eley
v³ Refmt of
Cover -
F. A. Munro & Co

Filed July 27 -
1904 -

Lydia M.Ely, Admx.)

vs.)

F.A.Munsey et al.)

Report of Commissioner of Deeds.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee County:

Your undersigned special commissioner, who ^{was} ~~is~~ appointed on this 29th day of February, 1904, by a decree entered in the foregoing styled cause, to make, execute and deliver to ~~F.A. Munsey a deed conveying to him the land purchased by him in this cause, which has not been already conveyed to him, and direction your Commissioner to make, execute and deliver to~~ J.W.Munsey a deed of conveyance for the land purchased by him, and also directing your Commissioner to make to Alexander Martin a deed of conveyance for the land purchased by him, begs leave to report that he has made to each of the said parties the deeds directed to be made by him and here files them as a part of this report. The said J.W.Munsey has paid to your Commissioner the requisite fee for making said deed and the said Alexander Martin has also paid to your Commissioner the fee for making said deed to him. ~~Your Commissioner asks that said F.A. Munsey be required to pay to your Commissioner the sum of \$5.00 for making said deed to him.~~

Respectfully submitted.

Robt. A. Pennington
Comer

Lepid. M. Eey

v ³/₃ Report of
Dover -

J. A. Munsey & Co

Filed Feb 29
1904 -

5 6.0 6.
 9.2 0.
 1 1.5 0.
 1 0.0 0.
 4 3.9 2.
 2 7.8 3.
 1 9.8 2.
 2 0.1 8.
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6 5 3.3 9*

187.12
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1 6.5 5.
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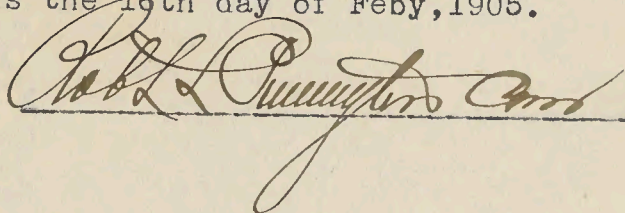
6 5 3.3 9*

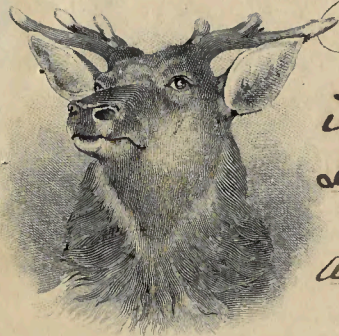
To the Hon H.A.W.Skeen, Judge of the Circuit Court for Lee County:

Your undersigned special commissioner in the chancery cause of Lydia M.Ely, Admx. vs F.A.Munsey eat al begs leave to report that he has now collected and disbursed all the funds that have been derived from the sale of lands made in this cause, as will appear by statement hereto attached.

The only purchasers not hertofore reported as having paid, to wit, M.B.Garrett and A.F.Gregory have now completed their purchase and paid all the purchase money and are entitled to a deed.

Respectfully Submitted, this the 16th day of Feby, 1905.

 Comr.



Dec. 19-

1903

Received from Robt H Pummpton Owner
in Lydia M Eley & Mungy et al -
Two Hundred & Twenty Eight ³⁴/₁₀₀ Dollars.
as Lydia M Eley Jurequest

\$ 278.37

Pummpton Mrs. Retep
for Lydia M. Eley -

93.67

30.10

38.50

20.00

182.27

9.10

191.37

456.96

2412

48098

216.31

278.37

191.37

469.74

278.37

27.83

250.54

Atty 27.83

"

3.18

31.01

$$\begin{array}{r} 40.04 \\ 207.04 \\ \hline \end{array}$$

$$247.08$$

$$4\frac{1}{2}$$

$$\begin{array}{r} 160 \\ 20 \\ \hline \end{array}$$

$$\begin{array}{r} 988 \\ 123 \\ \hline \end{array}$$

$$\begin{array}{r} 180 \\ 40.08 \\ \hline 41.88 \end{array}$$

$$11.11$$

$$247.08$$

$$\begin{array}{r} 258.19 \\ \hline \end{array}$$

vs.

}

**Notice to Take
Depositions.**

P. Q.

R. L. Penney's Corner.

1903

To Lydia M. Ely & V. M. Munnery Sent-

January 16	To Cash of F. A. Munnery on sales-	5606	
" "	" " " J. W. " " "	920	
" "	" " " M. B. Smith " "	1150	
" "	" " " Alex Martin " "	1000	
" "	" " " J. T. Munnery " 2 deto etc	4342	
" "	" " " A. F. Hugueny - on sale	2783	
	By Com on \$377.50 Auct of sales-		1655
	" Auct of Costs in Regis Ely sent		11882
	" " " " " Cash & Orr Sent-		2478
			15915

April 18	To Cash of Munnery on Farmer purchase	1982	
" "	" " " " " other " "	2018	
Nov	" " " F. A. Munnery on " "	4188	to go on Lydia's Ely debt
Nov	" " " " " " Rent note	21631	

Dec 19	By Auct for Lydia M. Ely Edith M. Ely P. Munnery M. G. Ely Munnery for Lydia M. Ely-		27837
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1904			
January 8	To Auct for J. T. Munnery-	3184	
" 9	" " " " Alex Martin	2117	
" 27	" " " " M. B. Smith	1100	
	By " for P. Munnery Munnery for Cash & Orr		900
April 12	To Cash of N. W. Hugueny & Munnery	2655	
May 16	" " " " " "	1447	
January 19	" " " M. B. Smith	1960	
" 27	" " " A. F. Hugueny	5250	
July 18	" " " M. B. Smith	996	
	By Auct Returns for tax on 12 yrs		650
1905	" " " " " " 2nd		325
July 20	" " " " " " 1st		900
	" " " " " " for Lydia M. Ely - to Sent		18772

65339
46627
18712

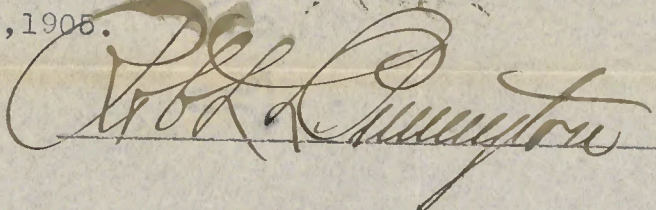
Lydia Wiley

v. 3 Report of
Comm-

J. A. Munnery et al
Filed Feb 20, 1905

To The Hon.H.A.W.^{ee}een, judge of the circuit court for Lee County.

In the chancery cause of J.M.Ely Admx. et al vs F.A.Munsey et al the undersigned was ordered by a decree rendered in said caus on the 28th day of Feby.,1905,to make sale of the interest of E.W.Pennington in the Marshall lot described in the said cause. Your commissioner reports that after having advertised the time terms and place of sale according to the requirements of the said decree,that on the 22nd day of May,1905, he proceeded to make sale of said interest in said land or lot at the front door of the court house. It was with dificulty that your commissioner got any bid for the interest,it being nothing but a half interest in a little nigger cabin,but after some time F.A.Munsey agreed to bid \$4.00 for the interest provided the deed thereto would be paid for out of the price of the lot. And the same was knocked off to him at that price and he paid your commissioner said sum of money. This May 22,1905.

 Comr.

Lydia M. Eley

& Report of
the Sale of
Munkall Lot-

F. A. Munnery

This deed made this 4th, day of December in the year one thousand eight hundred and ninety four between Henry Marshall, (col) of Lee county Virginia, of the first part and George W. Blankenship and E. W. R. Ewing, of the County of Lee and State of Virginia, of the second part-Witnesseth: That in ~~the~~ consideration of the sum of Fifty (\$50.00 Dollars in hand paid, the receipt of which is hereby acknowledged, for services as attorneys for Samuel Marshall, (col, in the case of the Commonwealth against said Samuel Marshall, col. for Murder, the said Henry Marshall, col. doth grant unto the said George W. Blankenship and E. W. R. Ewing with general warranty a certain tract or lot of land lying and being in Lee County Virginia; containing One and one half acres more or less and bounded as follows: Beginning at a sourwood in Hopkins line, thence South to a white oak bush, thence West to a chestnut, thence North to chestnut sprout, thence East to the beginning-It being the same land on which the said Henry Marshall, col. now lives and was Purchased by him of Nicholas Henegar and wife on the 3rd day of August 1883, to which deed of conveyance from Henegar & wife to said Marshall reference is here made for a more Particular description of said land (See Deed Book No 20-Page 281,) It is hereby expressly understood and agreed that the said Henry Marshall, col. is to have the use, control and occupancy of said land during his natural life, and at his death said Blankenship & Ewing are to have possession of said land. The said Henry Marshall, col. covenants that he has the right to convey the said land to the grantees that he has done no act to encumber the said land; that the grantees shall have quiet Possession of the said land, free from all encumbrances, and that he, the said party of the first part, will execute such further assurance of ^{the} said land as may be requisite. Witness the following signature and seal.

his
Henry X Marshall, col (Seal)
mark.

State of Virginia, County of Lee to-wit;

I A. B. Munsey a Comr, in Chancery of the Circuit Court for the County aforesaid in the State of Virginia, do certify that Henry Marshall Col. whose name is signed to the within writing, bearing date on the 4th, day of December 1894, has acknowledged the same before me in my County aforesaid.

Given under my hand this 4th, day of December 1894.

A. B. Munsey, Comr in Chy, for the circuit

Court of Lee County Va.

Virginia, Lee County to-wit;

In the office of the Clerk of said County the 7th, day of December 1894, this deed was presented and together with the certificate thereto annexed admitted to record.

Teste; S. V. F. Richmond clerk.

A Copy Teste- *B. M. Morgan* ----- Clerk.
(D. B. No, 31, Page, 94,)

Henry Marshal Coll
D & Deed
Geo. W. Blankenship. ^{etal.}

Copy

Dec. 1, 1894

(1)

clerk 50 cts.

This deed made this 14th, day of Aug. in the year one thousand eight hundred and ninety four between James H. Sarver of Lee Co. Virginia of the first Part and Geo. W. Blankenship of Lee Co. Virginia of the second Part, Witnesseth; That in consideration of the sum of Twenty five, 25.00 Dollars in hand paid the receipt of which is hereby acknowledged the said Party of the first part doth grant unto the said Party of the second part with general warranty, all of a certain tract or parcel of land situate in what is known as the Pocket, in Lee County Virginia, & lying on Rock Lick Creek, containing about two A. & bounded as follows; Beginning on on a rock on the bank of said creek thence South easterly to A. M. Pennington's line thence with his line to a white oak and dogwood on said line, thence N. 37° W. 25 Poles to a rock on the east side of said creek, thence South westerly down the creek & with the same as it meanders to the beginning, this is the same two acre tract conveyed to Party of first part by James Reynolds, & Rose his wife, & a part of a tract, which said Reynolds purchased from Daniel Martin, The said James H. Sarver covenants that he has the right to convey the said land to the grantee that he has done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances, and that he the said Party of the first part, will execute such further assurance of the said land as may be requisit. Witness the following signature and seal.

Witness
E. W. R. Ewing.

his
James H. X Sarver (Seal)
mark

State of Virginia, County Court Clerks Office, County of Lee to wit;

I, S. V. F. Richmond, Clerk for the Court aforesaid, in the State of Virginia, do certify that James H. Sarcer whose name is signed to the within writing bearing date on the 14th, day of Aug. 1894 has acknowledged the same before me in my office aforesaid & the same is admitted to record. Given under my hand this 14th, day of August 1894.

S. V. F. Richmond Clerk.

A Copy Teste; B. M. Morgan ----- Clerk.
(D. B. No. 30, Page, 368,)

James H. Sarver
To R Deed
Geo. W. Blankenship

Copy

Aug 14, 1895

(2)

clerk 40 cts.

This deed, made this 11 day of Sept. in the year one thousand eight hundred and ninty three, between Geo. W. Blankenship & S. O. Blankenship, his wife of Lee County Virginia, of the first part and Alexander Martin, of the County of Lee & State of Virginia of the second part: Witnesseth, that, in consideration of sum of one hundred (\$100.00) Dollars to be paid as follows-fifty (\$50.00) Dollars in sixty (60) days from this date, Twenty five (\$25.00) Dollars in *Six (6) months from this date and Twenty five (\$25.00) Dollars from this date in* twelve (12) Months from date evidenced by 3 notes this day given by the party of the second part to the parties of the first; the said parties of the first do grant unto the said party of the second all that certain tract or parcel of land lying & being in the County of Lee & adjoining the the lands of Jas. M. Pennington, John Hines & others, and bounded as follows; Beginning on *on the south side of a road, on Mat Sims & Jno Hines line* two small black oaks, thence N. 76 E 58 poles to a stake in East line of the original survey, thence S 1, 1/2 W. 27 poles to a black oak & dogwood (old corner), thence S 76 W. 51 poles to a rock in Penningtons line, (a corner to John Heins), thence with his N. 17 W 26 poles to the beginning: to have & to hold with all its appurtenances forever. A vendors lien is hereby retained on the above described land hereby conveyed until all the Purchase money is fully paid. The said Geo. W. Blankenship & S. O. Blankenship, his wife covenanted that they have the right to convey the said land *to the grantee that they have done no act to encumber the said land,* that the grantee shall have quiet possession of the said land free from all encumbrances, and that the parties of the first part, will execute such further assurance of the said land as may be requisit. Witness the following signatures and seals,

Geo. W. Blankenship (Seal)

S. O. Blankenship (Seal)

State of Virginia, County of Lee to-wit:

I, S. V. F. Richmond Clerk of County court for the County aforesaid in the State of Virginia, do certify that Geo. W. Blankenship and S. O. Blankenship whose names signed to the within writing, bearing date on the 11th, day of September 1893, have acknowledged the same before me in my County aforesaid.

Given under my hand this 11th, day of September 1893.

S. V. F. Richmond Clerk.

County of Lee, State of Virginia, to-wit: -

In the Office of the County Court for the said County the 5th, day of January 1899. this deed was Presented, and with certificate annexed, admitted to record.

Teste; - S. V. F. Richmond Clerk

By M. D. Richmond D. C.

A Copy Teste *B. M. Morgan* ----- Clerk.
(D. B. No. 34, Page 320)

Geo. W. Blaukenship & wife

Lo & Deed

Alexander Martin

Copy

Sept 11, 1893

(2)

clerk 50 cts.

This deed made this the 8th, day of March 1897 by and between George W. Blankenship and Mary E. Blankenship his wife of the first Part and W. F. Gregory of the second Part all of Lee County, State of Virginia, Witnesseth that for and in consideration of the sum of one hundred and fifty dollars, twenty five dollars in hand paid, and the residue in annual installments, with interest from date and vendors lien hereby retained to secure the payment of which, the parties of the first Part do hereby convey to to the party of the second Part a certain tract or parcel of land lying and being in Lee County Va. it being the same land conveyed by E. W. R. Ewing special commissioner to G. W. Blankenship on the 5th, day of June 1895, which deed is of record in deed book No. 33 pages 87 and 88 to which reference is here made and bounded as follows to-wit; Beginning at a stake at the mouth of Yellow branch, thence with the creek road up to a birch tree corner to Widow Morelocks land thence with Morelocks line to a stake six feet from a water mark thence down said creek six feet from meanderings of same to a large rock in said creek thence down to edge of water on east side of said creek to Delhs corner thence with Delhs line ~~Wups~~ spureast to L. Houndshells corner on said line thence with said Houndshells ^{line} to an ash corner on said line, with said line to a large water oak, thence west to the beginning. Containing forty acres more or less. Witness the following signatures and seals, the day and date ^{first} above written.

George W. Blankenship (Seal)

Mary E. Blankenship (Seal)

Virginia, Lee County to-wit;

I, James W. Orr a commissioner in chancery in and for the Circuit court of Lee County Virginia do hereby certify that George W. Blankenship, and Mary E. Blankenship whose names are signed to the foregoing writing appeared before me in my County and acknowledged that they had executed the same for the purpose therein mentioned. Given under my hand this the 8th, day of March 1897.

James W. Orr Commissioner in chancery
for Lee Co. Va.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County the 4th,
day of April 1901. This deed was Presented, and together with the certificate
thereto annexed admitted to record.

Teste; B.M. Morgan Clerk.

A Copy Teste—*B. M. Morgan*-----Clerk.
(D. B. No, 37. Page 324,)

Geo. W. Blankenship
To & Deed
W. F. Gregory

copy

Mar 8, 1847

(4)

clerk 50 cts.

- 6 -

This deed made this the 14th, day of November 1895, between E. W. R. Ewing, Special Commissioner as hereinafter set forth, Party of the first Part. and Geo. W. Blankenship Party of the second Part, both of Lee county Virginia, whereas by a decree of the circuit court of the County of Lee, State of Virginia, entered on the 14th, day of November 1894, in the chancery cause, entitled A. J. Harris Plaintiff against W. F. Delph defendant, therein depending, it was among other things adjudged ordered and decreed that E. W. R. Ewing who is thereby appointed special commissioner for the purpose should sell by public auction after certain advertisements and upon certain terms in the said decree fully set forth, certain real estate therein described; and whereas the said E. W. R. Ewing Pursuant to said decree did on the 18th, day of February 1895, after having duly advertised the same in accordance with the terms of the said decree offer for sale by public auction the following described real estate, to-wit; a one half undivided interest in a tract of land lying and being in Lee County Virginia in the vicinity of White Shoals containing fifty-four acres, more or less, and bounded by the lands of Wright Stickley and others, the same being the land owned by W. S. Delph and on which he formerly resided, being the same land Purchased by the said W. S. Delph and his mother from William J. Hutton at which sale the said Geo. W. Blankenship made the last and best and highest bid therefor and became the purchaser thereof at the price of thirty dollars; and whereas the said sale was duly reported to the Court by the said special commissioner, and was by another decree entered in the said cause on the eighth day of March 1895, approved and confirmed by the court, and whereas the said Geo. W. Blankenship has paid the whole of the said purchase money, which payment was duly reported to the said court and whereupon by another decree, entered by the said court in the said cause on the 13th, day of November 1895, the said E. W. R. Ewing was appointed special commissioner to execute and deliver to said Geo. W. Blankenship a good and sufficient deed, with special warranty conveying the said real estate to the said Blankenship in fee simple; Now, therefore, this deed witnesseth, that for and in consideration of

the Premises and in obedience to the said last mentioned decree the said Ewing, special commissioner as aforesaid doth grant unto the said Blankenship with special warranty, the real estate herein before fully described, Witness the following signature and seal.

E.W.R.Ewing Comr. (seal)

State of Virginia County of Lee to-wit;

I, S.V.F. Richmond, clerk of the county court of the said County and State do certify that E.W.R.Ewing whose name is signed to the writing hereto annexed bearing date on the 14th, day of November 1895, has acknowledged the same before me in my county aforesaid. Given under my hand this the 14th, day of November, 1895.

S.V.F. Richmond Clerk of county court of Lee Co.

Virginia Lee County to-wit;

In the Office of the Clerk of said County the 15th, day of Nov. 1895, this deed was Presented and together with the certificate thereto annexed admitted to record.

Teste; S.V.F. Richmond, Clerk.

A Copy Teste; B.M. Morgan ----- Clerk,
(D.B. No. 32, Page, 93)

E. W. R. Ewing, Comr
Lo { Deed
Geo. W. Blankenship

copy

Nov. 14, 1895

(5)

clerk 65 cts.

This deed made this the 14th, day of December 1897, by and between George W. Blankenship and Mary E. Blankenship, his wife, Parties of the first part and Charles C. Blankenship, Jr. and Emma C. Blankenship, his wife Parties of the second Part, all of Lee County, Virginia; Witnesseth, That for and in consideration of the sum of one Thousand (\$1000.00) Dollars, in hand paid and secured to be paid, the receipt of which is hereby acknowledged, the said George W. Blankenship and Mary E. Blankenship, his wife, doth grant unto the said Charles C. Blankenship, Jr. and Emma C. Blankenship, with covenants of general warranty a certain tract or Parcel of land, lying and being in the said County of Lee and State of Virginia, about seven miles west of Jonesville, on the main road leading from Jonesville Va. to Cumberland Gap Tennessee, on the North side of said road, and in what is known as the "Cany "Hollow" Country, containing one Hundred acres, more or less, adjoining the lands of George W. Bailey, Lavina Bolin, J. M. Whitehead and Susan Ely (formerly Mise), and is the same land purchased by C. C. Blankenship, Sr. of C. H. Kincaid and wife, except two small portions one of which was sold off by said C. C. Blankenship, Sr. to E. F. Kincaid, and the other sold and conveyed by Chas. C. Blankenship, Jr. and wife John Blankenship and wife and George W. Blankenship and wife to Lavina Bolin, said C. C. Blankenship Sr. and his wife, conveyed this land to the said Chas. C. Blankenship, Jr. John Blankenship and George W. Blankenship, and ~~and~~ the said George W. Blankenship purchased from the said Chas. C. Blankenship, Jr. and wife, and John Blankenship and wife, their respective interests in said land, all of the aforesaid deeds from C. H. Kincaid and wife to C. C. Blankenship, Sr. and from ^{said} C. C. Blankenship, Sr. and wife to the said Chas. C. Blankenship Jr. John Blankenship and George W. Blankenship, and from Chas. C. Blankenship, Jr. and wife and John Blankenship and wife to George W. Blankenship are of record in the Clerks Office of the County Court of Lee County, Virginia, to which said deeds reference is here made for a more particular description of said land, and the same being the land on which the said C. C. Blankenship Sr. and wife now reside, and in which they each have a life estate, with full power to occupy, control and enjoy so long as they, or each of them, may live. A vendors lien is hereby retained

on the said land hereby conveyed until all of the Purchase money is fully paid. To have and to hold the said land unto the said Charles C. Blankenship Jr. and Emma C. Blankenship, his wife, their heirs and assigns forever, with all the appurtenances unto the said land belonging. Witness the following signatures and seals, day and date above written. Interlineations and erasures made before signing.

George W. Blankenship (Seal

Mary E. Blankenship (Seal)

Virginia, Lee County to-wit:-

I, W. A. Baker a Justice of the Peace in and for the County of Lee in the State aforesaid, do hereby certify that George W. Blankenship and Mary E. Blankenship, whose names are signed to the foregoing deed, bearing date on the 14th day of December 1897, personally appeared before me and acknowledged the same before me in my county aforesaid. Given under my hand, this the 14th day of January 1898.

W. A. Baker J. P.

Virginia, Lee County to-wit:-

In the Office of the Clerk of the County Court for said County the 24th day of February 1898. This deed was Presented and together with the certificate thereto annexed admitted to record.

Teste:- S. V. F. Richmond Clerk.

A Copy Teste *B. M. Long* ----- Clerk.
(D. B. No. 34, Page 44)

Geo. W. Blankenship & wife

To & Beed

C. C. Blankenship & wife

copy

(5)

clerk Co cts.

This deed, made, This 12th, day of January 1899, by and between C.C. Blankenship, Jr. and Emma C. Blankenship his wife, Parties of the first Part, and James W. Orr, Trustee, Party of the second Part, all of the County of Lee, and State of Virginia; Witnesseth; That the said C.C. Blankenship, Jr. and Emma C. Blankenship, his wife, Parties of the first Part, doth grant unto the said James W. Orr, Trustee, Party of the second Part, with covenants of general warranty, the following Property- to-wit: A certain tract or parcel of land lying and being in Lee County, Virginia, about seven miles west of Jonesville, on the north side of the main road leading from Jonesville, Virginia, to Cumberland Gap Tennessee, adjoining the lands of George W. Bailey, J.M. Whitehead, Susan Ely and others, and on which C.C. Blankenship, Sr. now resides and in which he has a life estate, and in what is known as the "Cany Hollow" country; Containing one hundred acres, more or less, and is the same land purchased by C.C. Blankenship Sr. of C.H. Kincaid and wife except two small portions-one of which was sold off by C.C. Blankenship, Sr. to B.F. Kincaid, and the other small portion sold and conveyed by Chas. C. Blankenship, Jr. and wife, and John Blankenship and wife, and George W. Blankenship and wife to Lavina Bolin, and the said land hereby conveyed is the same land conveyed by George W. Blankenship and wife to the said C.C. Blankenship, Jr. and Emma C. Blankenship his wife, by deed bearing date on the 14th, day of December 1897, and recorded in the County Court Clerks Office of Lee County Virginia, in Deed Book, No. 34. Page 44 &c. to which deed and the deed from C.H. Kincaid and wife to C.C. Blankenship, Sr. and the deeds from John Blankenship and wife, and C.C. Blankenship, Jr. and wife to George W. Blankenship all of which are of record in said clerks Office, reference is here made for a more particular description of the said land hereby conveyed. In Trust, to secure the payment of two notes to J.T. Blankenship, of Rock Creek, Cassia County, Idaho. the sum of \$818.00, which said notes are just due and owing to the said J.T. Blankenship and executed to him by C.C. Blankenship, Jr. and George W. Blankenship due and payable in one and two years from the 28th, day of December 1898, the first being for the sum of \$218.00, with interest thereon from the 12th, day of March 1897. and the other for the sum of \$600.00, with interest from the

28th, day of December 1898, until Paid. In the event that default shall be made in the Payment of the aforesaid notes, either of them or any part thereof, when the same becomes due and payable, then the said James W. Orr, Trustee, on being required to do so by the said J. T. Blankenship, or his assigns, executors or administrators, shall sell the land hereby conveyed, or so much thereof as may be necessary to pay said notes, with the interest thereon, together with a commission of five per cent to said trustee for his services and the costs of drawing and recording this deed if then unpaid, but before making said sale said trustee shall advertise the time, terms and place of sale for at least thirty days by posting written or printed notices at the front door of the Court House of this County and in the vicinity of said land. Said sale to be at the front door of the Court House of Lee County, Virginia. If no default be made in the Payment of the above mentioned notes, then upon the request of the Parties of the first Part a good and sufficient deed of release shall be executed to said C. C. Blankenship, Jr. and Emma C. Blankenship, his wife at their own proper costs and charges. Witness the following signatures and seals, day and date first above written. Interlineations and erasures made before signing

C. C. Blankenship (Seal)

Emma C. Blankenship (Seal)

State of Virginia, County of Lee, To-wit:

I, W. A. Baker, a Justice of the Peace in and for the County and State aforesaid, do certify that C. C. Blankenship, Jr. and Emma C. Blankenship, whose names are signed to the foregoing writing, bearing date on the 12th, day of January 1899, have acknowledged the same before me in my county aforesaid. Given under my hand this the 14th, day of January 1899.

W. A. Baker J. P.

in and for Lee County, Virginia.

Virginia, Lee County to-wit:-

In the Office of the Clerk of the County Court for said County the 14th day of January 1899. This deed was presented, and together with the certific-

ate thereto annexed admitted to record.

Teste; S.V.F. Richmond, Clerk.

By M.D. Richmond D.C.

A Copy, Teste; *B. M. Morgan* --- Clerk.
(D.B.No.34, Page 339)

C. C. Blankenship Jr.
To the Deed
James W. Orr, Trustee

copy

(7)

clerk 80 cts.

This deed made this the 5th day of January 1893, by and between C. T. Duncan and Mary E. his wife, and Mattison Sims and Harriet his wife, all of Lee Co. Va. of the first part and G. W. Blankenship & S. O. Blankenship or the survivor of them of the second, of the County of Lee, State of Virginia,

Witnesseth; That in consideration of \$95.00 in hand paid the receipt of which is hereby acknowledged the said parties of the first part do grant unto the said party of the second part all that certain tract or parcel of land lying and being in the County aforesaid & State of Va., adjoining the land of Jas. M. Pennington Jno. Hines and others, and bounded as follows: Beginning on two small blackoaks on the South side of a road on Mat Sims and Jno. Hineses line thence N. 76 E. 58 poles to a stake in the east line of the original survey, thence S. 1 1/2 W. 27 poles to a black oak and dogwood (old corner) thence S. 76 W. 51 poles to a rock in Penningtons line (a corner to Jno. Hines), thence with his line N. 17 W. 26 poles to the beginning, containing eight acres more or less.

To have and to hold the said tract or parcel of land to him the said G. W. Blankenship & S. O. Blankenship or the survivor of them with all its appurtenances thereunto belonging forever.

And the parties of the first part hereby covenant with the said party of the second part that they will forever warrant and defend the above described tract or parcel of land.

Witness the following signatures and seals, this the day and year first above written.

C. T. Duncan (Seal)

Mary E. Duncan (Seal)

Mattison Sims (Seal)
her

Harriet x Sims (Seal)
Mark

State of Virginia, County of Lee to-wit;

I, Henry C. Joslyn a Justice of the Peace for the County aforesaid in the State of Virginia, do certify that C. T. Duncan Mary E. Duncan his wife, Mattison Sims and Harriet Sims his wife,

whose names are signed to the foregoing writing, bearing date on the 5th day of January 1893 have acknowledged the same before me in my County aforesaid and I hereby certify that the interlineations in this deed were made before the same was signed and acknowledged.

Given under my hand this Jan. 23rd 1893.

Henry C. Joslyn J. P.

Virginia, Lee County to-wit;

In the office of the Clerk of the said County January 23rd 1893, this deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: J. R. Gibson C. C.

A Copy Teste: B. M. Morgan Clerk.

(D. B. 28 page 337)

C. T. Duncan et al
To { Deed
G. W. Blankenship et al

Copy -
- 2 1/2 "

"Exhibit A. M."
with Alex Martin's
Amended answer.

Clerk 50

Virginia:

At a circuit court continued & held for Lee County, at the Court house thereof on Thursday June 16th 1898.

G. H. Ely

Plff

M. E. Woodward, J. W. Woodward

Geo. W. Blankenship & F. A. Munsey

Indebts
Defts

Plffs costs.

Clk. \$12.89

Jury 1.00

Shff 6.40

Wits. 11.50

Atty 2.50

C. Clk. 2.25

\$34.54

Defts costs

Clk. \$3.04

Shff 1.00

Wits 1.50

\$5.54

This day came again the parties by their attorneys, and the court having maturely considered the motion of the plaintiffs to set aside the verdict of the jury in this cause, doth overrule said motion. It is therefore considered by the court that the plaintiff recover against the defendants, M. E. Woodward, Geo. W. Blankenship and F. A. Munsey the sum of (\$600) six hundred dollars the amount ascertained by the jury in their verdict, and legal interest on (\$155.18) one hundred and fifty five dollars & eighteen cents, a part thereof from the 25th day of March 1896 and on (\$23.97) twenty three dollars & ninety seven cents another part thereof from June 8th 1896, and on (\$420.85) four hundred and twenty dollars & eighty five cents the residue thereof from June 9th 1896, until paid and the costs by him in this behalf

expended, The plaintiff being willing
and doth hereby release the payment
of the interest on the sums in the
verdict of the jury found to bear
interest prior to June 9th 1896.
To which action of the Court the
defendants accepted and tendered
their several bills of exceptions
numbered 1, 2 etc. which were signed,
sealed and made a part of the
record. And the defendants expressing
a desire to apply for writ of error
to said judgment and their motion
execution of this judgment is sus-
pended for ~~60~~ days, upon condition
that they execute bond before the
Clerk of this Court in the penalty
of (\$250) two hundred and fifty dollars,
conditioned as the law directs.

Attest

Test: A. B. Munsey Clerk

Virginia

George H Ely
vs } Copy of Judgt
M. E. Woodward et al
Exhibit - "A"

Clerk 25

Virginia:

In the Supreme Court of Appeals held
at the Court house of Wythe County,
in the town of Wytheville, on
Thursday, the 21st day of June 1900.

M. E. Woodward, Jo. W. Blankenship } Plffs. in error
F. A. Munsey }
Against
George H. Ely } Deft. in error

Upon a writ of error and
Supersedeas to a judgment rendered
by the Circuit Court of Lee County
on the 16th day of June 1898.

This day came again the
parties, by counsel, and the court
having maturely considered the trans-
cript of the record of the judgment
aforesaid ^{and} the arguments of coun-
sel, is of opinion for reasons
stated in writing and filed with
the records that there is no error
in the said judgment. It is therefore
considered that the same be affirmed
and that the plaintiffs in error do
pay to the defendant in error
damages according to law ^{and} also
his costs expended about his defense
herein. Which is ordered to be certi-
fied to the said Circuit Court of
Lee County.

A Copy Teste, W. G. Lowry Clerk.

Costs of defendant in error

Attorney \$20.00

Clerk 1.43

\$21.43

Teste W. G. G. Lowry Clerk.

A copy

Teste: A. B. Mursey Clerk

M. E. Woodward et al
add copy of Judgt

George H. Ealy

Exhibit - "B"

Q 25-

This Deed made the 8th day of September, 1864, between Ervin H. Russell and Lucinda Jane, his wife, Josephus Grabeel, and Sarah E., his wife, Nancy Russell and Martha Grabeel, of the first part, and Francis A. Muncey, of the other part, all of the County of Lee and State of Virginia,

Witnesseth that the said party of the first part, for and in consideration of the sum of One thousand dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold, and, by these presents, do grant, bargain, sell, and convey unto the said Francis A. Muncey, his heirs &c. two certain tracts or parcels of land, lying and being in the County and State aforesaid, the first mostly on the south side of the Poor Valley ridge, and bounded as follows (viz:) Beginning at a poplar and dogwood near a hollow and spring, corner to a 71 acre tract conveyed to-day to Josephus Grabeel, and running thence with a line of the same, S. 13 E. 143 poles to a rock and small dogwood on Russell's line, and thence, with the same, N. 72 E. 54 poles to a stake near a black oak, thence N. 13 W. 242 poles to a hollow poplar and two small sourwoods on the north side of the Poor Valley ridge, thence S. 72 W. 40 poles with a newly marked line to a chestnut oak and two small sourwoods on the north side of the ridge, corner to Josephus Grabeel's land, and thence with lines of the same S. 4 E. 92 poles to a stake in a hollow, thence East $2\frac{1}{2}$ poles to a poplar, thence S. 2 E. 11 poles to the beginning, containing by estimation eighty acres more or less; also another tract containing by estimation eighty-six acres more or less and lying in the Poor Valley and bounded as follows (viz:) Beginning at a small black oak in the Poor Valley, corner to Martha Grabeel's land, and running thence with lines

thereof S.28 $\frac{1}{2}$ E.37 poles to a beech at the foot of the Poor Valley ridge, thence S.59 W.20 poles to a beech, thence South 36 poles to 2 chectnut oaks and a chestnut on the top of said ridge, thence along the top and with its meanders Swardly 100 poles with Mullens' line to his corner, thence continuing with his lines S.9 E.24 poles to Mullens' corner, thence with the Fisher line, S.80 W.12 poles to a rock, corner to J.Grabeel's 91 acre lot, and with a line of the same North 188 poles to a stake in the Nappier line, and thence with the same N.71 E.94 poles leaving said J.Grabeel's line to a stake, corner to Martha M.Grabeel's land, and with a line thereof, South 58 poles to the beginning. To have and to hold the said tracts or parcels of land with all their appurtenances. And the said party of the first ^{part} do covenant with the said Francis A.Muncey, h^{is} heirs &c. to warrant the aforesaid lands with all their appurtenances forever free from the claims of themselves, their heirs &c. and all persons whomsoever. Witness the following signatures and seals.

Ervin H.Russell, (Seal.)

Jane L.Russell, (Seal.)

Josephus Grabeel, (Seal.)

Sarah E.Grabeel, (Seal.)

Nancy E.Russell, (Seal.)

Martha M.Grabeel, (Seal.)

State of Virginia, County of Lee, to wit:

We, Arthur C.Ely and Fielding Seale, Justices for the County of Lee, in the State of Virginia, do certify that Ervin H.Russell and Josephus Grabeel, whose names are signed to the foregoing writing, bearing date on the 8th day of September, 1864, personally appeared before us in our county aforesaid.

and has acknowledged the same before us. Given under our hands this 8th day of September, 1864.

Arthur C. Ely, J.P.

Fielding Seale, J.P.

State of Virginia, County of Lee, to wit:

We, Arthur C. Ely and Fielding Seale, Justices for the County of Lee and State of Virginia, do certify that James L. Russell, the wife of Ervin H. Russell, and Sarah E. Grabeel, the wife of Josephus Grabeel, and Nancy E. Russell, the widow of Lorenzo D. Russell, whose names are signed to the writing hereto annexed, bearing date on the 8th day of September, 1864, personally appeared before us in our county aforesaid, and being examined by us privily and apart from their husbands, and having the writing aforesaid fully explained to them, they they, the said Jane L. Russell and Sarah E. Grabeel and Nancy E. Russell, acknowledged the said writing to be their act and declared that they had willingly executed the same and do not wish to retract it. Given under our hands this 8th day of September, 1864.

Arthur C. Ely, J.P.

Fielding Seale, J. P.

Lee County Court Clerk's Office, January 19th, 1866.

This indenture of bargain and sale for land between Ervin H. Russell and Sarah E., his wife, Josephus Grabeel and Sarah E., his wife, Nancy E. Russell and Martha M. Grabeel, of the one part and Francis A. Muncey, of the other part, was this day admitted to record upon the certificate of two Justices of the Peace in and for Lee county, which deed is duly stamped.

Teste: Henry J. Morgan, clerk.

A copy, Teste: B. J. Morgan, clerk. D.B. 15 p. 323.

F. A. Murray

From $\frac{1}{2}$ Dec 4

Josephus Grubbe vice

Exhib't - "C."

D. B. 15. p 323.

Academy copy, \$1.00

This Deed made this 29th day of August, 1871, between John W. Mullan and Sarah, his wife, of the first part, and F.A. Muncy and Catherine, his wife, of the second part, all of the County of Lee and State of Virginia,

Witnesseth, That the said John W. Mullan have this day for and in consideration of the sum of fifteen hundred dollars, seven hundred dollars of the above named sum to them in hand paid, and four hundred dollars of the residue to be paid on the first day of December, 1872, and four hundred on the 1st day of December, 1873, the receipt whereof is hereby acknowledged, hath this day bargained and sold a certain a certain tract or parcel of land unto F.A. Muncy and Catherine, his wife, lying and being in the County of Lee and State of Virginia ~~and~~ the head waters of Trading creek and on the south side of the Poor Valley ridge and bounded by G.W. Bailey and others. Beginning in the middle of a branch, corner to G.W. Bailey and others, thence W. 6 poles to a sourwood; thence N. $22\frac{1}{2}$ W. 63 poles to a white oak, corner to John Ingle's land; thence with said line N. $6\frac{1}{2}$ W. 165 poles to a white oak; thence N. 25 W. 32 poles to a stake; thence N. 25 W. 35 poles to a stake on the top of the Poor Valley ridge; thence N.E. with the top of said ridge opposite Reed's black oak corner; thence thence S. 6 E. 12 poles to a black oak, Reed's corner; thence S. 6 E. 224 poles to double poplar, corner to J.W. Bailey; thence S. 52 W. 54 poles to white oak; thence S. $34\frac{1}{2}$ W. 49 poles to a beech near a branch; thence S. 9 E. 30 poles to the beginning, the said tract or parcel of land containing 150 acres be the same more or less, and the said F.A. Muncy and Catherine his wife to have and to hold the same to their sole use and behoof forever, and the said John W. Mullan & Sarah his wife will

forever warrant and defend against the claims of all persons
whomsoever in testimony whereof we hereunto set our hands
and seals the day and year first above written.

John W Mullin, (Seal.)

Sarah ^{her} X Mullin, (Seal.)
_{marks}

Lee county, to wit:

I, C.C.Blankenship, a Justice of the Peace for the county
aforesaid, in the State of Virginia, do certify that John W.
Mullin, whose name is signed to the writing above, baring date
on the 29th day of August, 1871, have acknowledged the same in
my county aforesaid. Given under my hand this 29th day of
August, 1871.

C.C.Blankenship, J.P.

Lee county, to wit:

We, C.C.Blankenship and Lee S.Fulkerson, Justices of the
Peace for the County of Lee in the State of Virginia, do certify
that Sarah Mullon, the wife of J.W.Mullon, whose names are
signed to the writing above, bearing date on the 29th day of
August, 1871, personally appeared before us in the county afore-
said, and being examined by us ~~privily~~ and apart from her said
husband and having the writing aforesaid fully explained to her,
she, the said Sarah Mullon acknowledged the said writing to be
her act and declared and declared that she had willingly exe-
cted the same and does not wish to retract it. Given under
our hands this 29th day of August, 1871.

C.C.Blankenship, J.P.

Lee S. Fulkerson, J.P.

Lee County Court Clerk's Office, the 23rd day of May, 1872.

The foregoing deed from John W.Mullin and Sarah his wife

of the one part to F.A.Muncy and Catherine his wife of the other part, all of Lee county, Virginia, is admitted to record upon the certificates of C.C.Blankenship and Lee S.Fulkerson, Justices of the Peace in and for Lee county and State of Virginia

Teste Wm.A.Orr, Depty.Clk.

A copy, Teste: B.M. Morgan, clerk.

S.B. 16 p 687.

A. A. Munnery & wife

From ~~3~~ Deed

John W. Mullen & wife

Exhibit "D"

D.B. 16 p. 654

Clerk's copy as to

This deed made and entered into this the 27th day of September 1897 by and between F.A.Muncy and Nanny E.Muncy his wife of the first part, and John F.Muncy of the second part, both parties of the County of Lee and State of Virginia:

Witnesseth, that for and in consideration of the love and affection that I have for my son John and one dollar cash in hand paid the receipt of which is hereby acknowledged as well as other valuable considerations hereinafter mentioned the said F.A.Muncy and Nanny E. his wife doth give, bargain, grant, sell and convey unto the said John F.Muncy the following described tract or parcel of land situated lying and being in Lee County, Virginia and bounded as follows, to wit: Beginning in the middle of a branch corner to J.W.Baileys and others Thence W.6

poles to a sourwood thence N.22³/₄W.63 poles to a white oak corner to John Ingles land thence with said line N.6¹/₂ W.165 poles to a white oak thence N.25 W.32 poles to a stake thence N.25 W.35 poles to a stake on the top of the Poor Valley Ridge thence N.E. with the top of the said ridge opposite Reeds black oak corner, thence S.6.E.12 poles to a black oak Reeds corner, thence S.6 E. 224 poles to a double poplar Corner to J.W.Bailey, thence S.52 W.54 poles to a white oak, thence S.34¹/₂ W.49 poles to a beech near a branch, thence S.9 E.30 poles to the beginning, containing 150 acres more or less, being the same tract of land conveyed to F.A.Muncy by John W.Mullins and wife on the 29th day of August, 1871, and now of record in the County Court Clerk's office of Lee County in Deed Book No.16 Page 657. The further consideration of this deed is: That the said John F.Muncy will pay to my son Robert P.Muncy the sum of three hundred dollars, to

be paid in three equal installments of one hundred dollars each, annually, after the death of F.A.Muncy. And the said John F. Muncy party of the second part agrees to pay rents on the aforesaid described tract of land to the said F.A.Muncy all the time during the said F.A.Muncy's natural life, and if any part of said land is rented to any other person than John F.Muncy, the said F.A.Muncy is to receive the said rents so long as he lives. And the said parties of the first part covenant with the party of the second part that they will warrant generally the title to the lands hereby conveyed. Witness the following signatures and seals, this the day and date above written.

F.A.Muncy, (Seal.)

her
Nanny E. X Muncy, (Seal.)
marb

Attest:

B.W.Carter.

Virginia, Lee County, to wit:--

I, M.G.Ely, a Notary Public in and for the county and state aforesaid, do certify that F.A.Muncy and Nanny E.Muncy his wife whose names are signed to the foregoing deed bearing date September 27th, 1897, have acknowledged the same before me in my county and state aforesaid. Given under my hand this September 27th, 1897.

M.G.Ely, N.P.

Virginia, Lee County, to wit:--

In the office of the clerk of the County Court for said County the 16th day of June, 1898. This deed was presented and together with the certificate thereto annexed, admitted to record.

Teste: S.V.F.Richmond, clerk.

J. F. Murray

From 3 dec & with
2 Reservation of
3 Recd

J. A. Murray wife

Exhibit "C"

D.B. 34. p. 198

Clerk copy 60¢

This Indenture of Bargain and Sale made and concluded upon this the 18th day of October in the year of Christ 1899. By and between John W. Muncy of the one part and Frances A. Muncy of the other part all of the County of Lee and State of Virginia, Witnesseth whereas the said John W. Muncy hath for and in consideration of the sum of Three hundred Dollars one Hundred and fifty Dollars in hand paid and the other one hundred and fifty dollars is secured by note, The receipt whereof is hereby acknowledged, hath sold and delivered to the said Frances A. Muncy a certain tract or parcel of land lying in Lee county and State of Va. about six miles northeast of Jonesville and on the road leading from Cane creek to Baumgardner's mill, Containing forty eight and one half acres be the same more or less. And bounded as follows:

Beginning on a stone on the upper side of the road, G.W. King's corner thence with the road S. $77\frac{1}{2}$ E. $13\frac{1}{2}$ poles S. 74 E. $11\frac{3}{4}$ poles S. $41\frac{1}{2}$ E. 6 poles and 10 links at the forks of the road S. 12 E. 24 poles S. 13 E. $6\frac{3}{4}$ poles S. $39\frac{1}{2}$ E. $4\frac{3}{4}$ poles S. $34\frac{1}{2}$ E. 9 poles to a *Thence leaving the road on the east side N. 61 E. 28 poles to a stone* stone on top of the hill near the fence S. 42 E. 15 poles to a small chestnut in the fence and in an old line and with it S. 53 W. 22 poles to a stake at the road, thence down the same S. $57\frac{1}{4}$ E. 11 poles and 6 links to a stone Muncys and Hobbs corner in Shelburne line S. $36\frac{1}{2}$ W. $9\frac{1}{2}$ poles to Hickory on a hill side Hobbs corner N. $61\frac{1}{2}$ W. $10\frac{1}{4}$ poles to a black oak in the old line and with it S. 53 W. 102 poles to a stake and small chestnut on the west side of the ridge N. $51\frac{1}{2}$ W. $22\frac{1}{2}$ poles to a stake and pointers N. $23\frac{1}{2}$ E. 14 poles to two chestnuts oaks on the south side of the ridge N. $12\frac{1}{2}$ E. 54 poles to a Chestnut and Double Chestnut N. $10\frac{1}{2}$ E. 66 poles to the Beginning. To have and to hold the said

Land with its appurtenances unto him the said Frances A. Muncy and his heirs forever and the said John W. Muncy and his heirs doth covenant with the said Frances A. Muncy and his heirs and the said John W. Muncy and his heirs will forever warrant and defend the said tract of Land against the claim or claims of all persons whomsoever in witness whereof I here assign my name and affix my seal the day and date above written.

John W. ^{his} X Muncy (Seal.)
mark

State of Va. Co of Lee

I, W.T. Orr a Justice of the peace for the Co. of for said in the Stat. of Va. do sirly that John W. Muncy whos name is sind to the with in writing bearing date on the 18 day of October 1899 has acknowledged the same before mea in my conty afore said given under my hand this the 18 of October 1899.

W.T. Orr, J.P.

Virginia, Lee County, to wit:

In the Office of the Clerk of the County Court for said County the 8th day of November 1899. This instrument of writing was presented and together with the certificate thereto annexed, admitted to record.

Teste: B.M. Morgan, clerk.

A copy, from D.B. 35, page 332.

Teste, B.M. Morgan, clerk.

J. A. Munsey

From 3 Dec 8

John W. Munsey

Exhibit - "F"

DB. 35-p. 332

Clerk copy 60 cts

Abstract of
Judgments against
S. E. Turner et al.

Lydia M. Ely, Admrx
vs. { In Ctry.

F. A. Munsey et al.

Ex. "X".

clerk \$1.00-

VIRGINIA--In Lee County Court Clerk's Office:

I, B.M..Morgan, Clerk of said Court, do certify that the foregoing is a true copy of judgments as appears from the Judgment Lien Docket in my Office against S.E.Turner and others, and that the same ~~are~~ properly indexed in the name of each of said defendants.

Given under my hand this the 9th day of Sept, 1902.

Teste: ..*B.M. Morgan*.....Clerk.

List of Judgments against S. E. Turner, as shown by the J. L. R. of Lee County, Va.

Date of Judgment.	By What Court Rendered.	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs.	Amount and Dates of Credits.	
1897 March 7.	Lee Co. Circuit Court	1897 March 22	Julia A Bowman. vs S. E. Turner & G. M. Blankenship.	Plffs } Debt. } Defts }	Judgment for \$114.00, with interest from 3rd day of June, 1896, until paid and costs clerk 3.81, Tax 1.00 & 1.00 Atty 2.50 Co & 25. \$83.56 This judgment has this day 2-12-1901 been paid off by H. C. Joslyn, and the same assigned to him without recourse. Julia A Bowman by J. B. Noel, atty.	
1897 May 22nd	Justice of Peace	1897 May 24th	Court & Orr vs S. E. Turner	Plffs } Debt. } Defts }	Judgment for \$16.32, with interest from 1st day of January, 1896, until paid & Costs. J. P. 1.00 C 25. \$16.25	
1897 June 5.	Lee Co. Circuit Court.	1897 June 26th	D. C. Sewell Comr. vs. S. E. Turner, L. C. Roof & J. J. Ely.	Plff } Debt. } Defts }	Judgment for \$143.85; with interest from the 16th day of May, 1893, until paid & Costs 3.91 J. 1.00 S. 1.50 Atty 2.50 Co. C 25. \$916	
1897 Nov 5	Lee Co. Circuit Court.	1897 Nov 30th	Officers of the Court. vs. Emily J. Harver, S. E. Turner Gerrard Daniel & David Turner W. E. Turner R. W. Turner Eliza Turner	Plffs } Debt. } Defts } Decree }	Judgment for costs, which is taxed as follows: C. 12.25 Tax 1.50 S. 9.00 Atty. 15.00 Comr. 20.00 Comr. 9.00 L. C. L. 5.00 Const. 20 Wits. 1.00 Co. C. 2.75 \$75.70	Satisfied in full as to W. E. Turner and Eliza Turner, this June 6th, 1898 W. E. Ely atty.

RECEIVED FROM THE CLERK OF THE COURT OF THE COUNTY OF LEE, VA. THE SUM OF \$114.00 FOR THE JUDGMENT OF JULIA A. BOWMAN VS. S. E. TURNER & G. M. BLANKENSHIP, DATED MARCH 22, 1897.

Virginia,

At a circuit court continued and held for Lee county at the court house thereof, on Friday the 5th day of November 1892.

Emily. J. Harber.

Plaintiff

Vs

In Chancery.

R. D. Flanary, Admr, et als,

Defendants,

This cause came on this day to be heard upon the papers formerly read therein, and the report of partition of commissioners C. C. Elliot.

P. D. Kinser and C. D. Smith. and was argued by counsel. On considera-

tion of which, the court doth approve and confirm said report, and it is

further adjudged, ordered and decreed that the plaintiff and defendants

who are heirs of Joel Turner deceased, do pay the costs of this suit in

proportion to their interest in said land, to be taxed by the clerk, and

for which execution may issue in favor of the officers of the court,

and the parties in interest may withdraw said report of partition from

said cause to be recorded in the county court clerks office, the costs

of recording the same to be taxed with the costs of this suit. and ~~nothing~~

nothing further remaining to be done, the cause is stricken from the docket.

A Copy; Teste.

A. B. Munsey clerk

Plffs Costs
Clerk 12.25
Tax 1.50
Sh 9.00
Atty 15.00
Gas 5.00
Comm 2.00
Comd 9.00
Const 2.00
Costs 1.00
Clerk 27.50
\$75.70

Emily J. Harber et al

Copy of Deeree

R. D. Flanary Admin

Clerk 2^d

Ex. "Y"

J U D G M E N T

L I E N

D O C K E T.

Date of Judgment.	By What Court rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1897 Novr. Term.	Lee Co. Circuit Court.	1897 Nov. 22	The Chicago Building & Manufacturing Company, Plff. V S. E. W. R. Ewing Deft.	Judgment for \$50.00 with interest there- on from the 17th, day of March 1896, un- til payment, & Costs. C. 4.07, T. 1.00, S. 1.00 Atty. \$2.50 Co. C. 25	

Virginia, -In Lee County Court Clerk's Office;

I, B. M. Morgan, Clerk of said Court, do certify that the foregoing is a true copy of a judgment in favor of The Chicago Building & Manufacturing Company against E. W. R. Ewing, as appears on judgment lien docket No. 4, page 169, of Lee County Court, ~~and that the same is indexed in the name of E. W. R. Ewing~~. Given under my hand, this the 5th, day of February 1903.

Teste; - B. M. Morgan - Clerk.

List of Judgments
against L. N. Blankenship

1897	Lee Co.	1897	Julia A. Bowman	Plff.	} Debt.	Judgment for \$114.00 with interest from 3 rd day of June 1896, until paid & costs Clerk 3.81 Tax 1.00 S. 1.00 atty 2.50 Co. C. 25-	This Judgment has this day 2-12-1901 been paid off by H. C. Joslyn, and the same assigned to him without recourse, Julia A. Bowman Per J. C. Noel atty.
March 7	Circuit Court	March 22	vs. S. E. Turner & G. W. Blankenship	Deft.			
1898	Lee County	1898	G. H. Ely.	Plff.	} Debt.	Judgment for \$600 with interest on 155.18 part thereof from 25 th day of March 1896 until paid & on 823.97 on other part thereof from June the 8 th 1896 until paid and on 8420.85 the residue thereof from the 9 th day of June 1896, until paid & \$34.54 cost.	
June 16	Circuit Court	Decr. 3.	vs. M. E. Woodward Sec. W. Blankenship & A. Munsey	Deft.			
March Term 1901	Circuit Court Lee County.	March 16 th 1901	Pennington Soap Improvement Company	Plff.	} Debt.	Judgment for \$19.00 with interest at the rate of 6% from the 21 st day of May 1891 until paid, and \$4.41 cost.	
			vs. { In Chancery				
March Term 1901	Circuit Court Lee County.	March 16 th 1901	Pennington Soap Improvement Company,	Plff.	} Debt.	Judgment for \$42.00 with interest from the 1 st day of July, 1891 till paid, and \$4.41 cost.	
			vs. { In Chancery				
July 30 th 1901	A. C. Williams, J. P.	Aug 19 1901	C. A. Russell	Plff.	} Debt.	Judgment for \$57.93, on note waving homestead, with interest thereon from 7 th day of March, 1900, till paid, and \$1.30 for Costs & Clerk 25-	
			vs. { In Debt.				
			G. W. Blankenship & O. C. Lee	Deft.			

VIRGINIA--In Lee County Court Clerk's Office:

I. B. M. Morgan, Clerk of said Court, do certify that the foregoing is a true copy of judgments as appears from the judgments Lien Docket in my office against G. W. Blankenship and others, and that the same are properly indexed in the name of said defendants.

Given under my hand this the 9th day of Sept., 1902.

Teste: ...I. B. M. Morgan... clerk.

List of Judgments
vs.

Geo. W. Blankenship

Co Clerk's fee \$1²⁵-

J U D G M E N T

L I E N

D O C K E T

Date of Judgment	By what Court Rendered.	Time of Docketing	Names and description of parties		Debt,Damages,Interest and Costs.	Amount and Date of Credits
1894 March 10th.	Lee County Circuit Court	1897. Sept. 10th.	Josephas Grabeel V S. E. W. R. Ewing	Plff.) Decree Deft.	Judgment for \$525.00 with interest from the 20th,day of August 1894,until paid & costs,C.3.15 S. .50 Atty 15.00 Co.C 25.	

Virginia,-In Lee County Court Clerks Office;

I,B.M.Morgan,Clerk of said Court,do certify that the foregoing is a true copy of a Judgment in favor of Jocephas Grabeel against E.W.R.Ewing,as appears of record on judgment lien docket No.4. page 168,of Lee County Court,and that the same is properly indexed in the name of E.W.R.Ewing said defendant. Given under my hand this the 5th,day of February,1903.

Teste; B.M.Morgan -----Clerk.

$$\begin{array}{r}
 40-10 \\
 60 \\
 \hline
 40.72 \\
 60 \\
 \hline
 41.32
 \end{array}$$

$$\begin{array}{r}
 19.55 \\
 27 \\
 \hline
 24.82 \\
 .27 \\
 \hline
 20.09
 \end{array}$$

Minus of Turner Inc. -

54.00

27.78 Cies of Court & Orr Inc. -

26.22

6.67 General - ~~Off~~ off

19.55

26 Int - to April 19, 1903

19.82 paid by J. L. Harris -

10.81 Int - to office of J. L. Harris -

9.00 to J. L. Harris to Court & Orr

S. E. Turner Truck -	540.00		
Off - Cash Over Costs	27.78	26.22 - 6.67 =	19.55
Murray Marshall - Truck		500	
1/2 Int in White Shells bonds		5400	
James Sauer bonds		2300	
M. B. Elliott Loans -		5000	
Gregory 40 over truck -		12150	
Alfred Martin bonds -		5010	
Deduct - Four bonds - 26.22		30972	
" Shm of Int - 52.34		7856	
But to go on Ely. debt -		22126	
Costs Item - taken - 118.82			
Commissions on Sales - 16.55		13537	
First deduct Sales of M. B. Elliott bonds -		4000	
		9537	

1003- 2 40
 1844 2 20
 142
 24
 568
 2028
 808

P. Exp. Imp. Co. debt - Int from Feb 20, 44	14231	
Int to Feb 20 - 1453 -	3488	17719
Julius A. Brown debt -	8120	
Int from Nov. 3, 1902 - on 60.76 - to Feb 20, 1903	162	8280 -
		25994
Total amt of Sales - as of Jan. 16, 1903	25994	30972
to be appointed costs 95.37		56966

9537 / 569.66 / 95370 116.9 %

56466
 394020
 247796
 512440

2 54.94
 .1.64
 233946
 155964
 259924
 43.92986
 52.23
 96.15
 95.37 = 39 -
 1/2 7 5 = 39 -

309.72
 1.69
 278748
 1858328
 30972
 5232268

Blondan ship bond showing pay costs	4392
P. Exp. Imp. Co. debt & Int -	17719
	22101
Lydia Ely Debt - as Repaid & Int	
Account to Jan. 16 - 1903 -	46608
Balance left to pay on Lydia Ely debt -	
as shown above -	22116
Balance left for Murray to pay -	23492
Add Commission of Return	414
	23906
Murray paid extra - 4.10	
Excess 2 mos - 20703	24117
Balance on Ely - debt	2789

W. S. Duncanson -

W. S. Duncanson

M. S. Ely -

Dr. H. A. Baker

L. J. Hyatt

5000

5000

5000

5000

5000

Lydia M. Ely adms SALE OF LANDS.

Complainants,

VS
F. A. Munsey et al In Chancery,

Defendants.

Pursuant to a decree rendered in the Circuit Court for Lee County Virginia, at the November term, 1902, in the above styled cause, the undersigned will at public outcry, at the front door of the court house of the said County, on the first day of the January term, 1903, of the county court for the said County, proceed to sell to the highest and best bidder, on a credit of one and two years time, except so much as may be necessary to pay the costs of this suit and the expense of sale, (which will be required to be paid in hand, the following described real estate:

- (1) The 1-8th undivided interest of H.E. Woodward in the Catherine Munsey tract of land, subject to the life estate of F.A. Munsey.
- (2) Enough of the G.C. Blankenship land as may be necessary to pay the judgment of Julia A. Bowman and the Pennington Gap Improvement Co., vs G.C. and G.W. Blankenship, reported in this cause;
- (3) A small tract of land located near Beech Springs, purchased by G.W. Blankenship from S. P. Turner, and sold by said Blankenship to H.W. Gregory; \$54.20 To *F. A. Munsey*
- (4) A One half interest in a tract of land conveyed by Henry Marshall to E.W.R. Ewing and G.W. Blankenship; \$52.00 To *F. A. Munsey*
- (5) A tract of land conveyed by E.W.R. Ewing Comr. by deed dated Nov. 14, 1895, being a one half interest in a tract of land situated near White Shoals. *F. A. Munsey* \$54.20
- (6) A 40 acre tract of land conveyed by E.W.R. Ewing Comr. by deed dated the 5th day of June, 1895, which G.W. Blankenship sold and conveyed to W.P. Gregory. *H. W. Gregory* - \$121.50
- (7) A tract of land bought of J.A.G. Hyatt by G.W. Blankenship and sold by G.W. Blankenship to M.B. Garrett; \$ *M. B. Garrett* 50.00
- (8) A 1-2 undivided interest in a certain tract conveyed by G.W. and S.O. Blankenship to Alexander Martain, subject to the rights or survivorship; this tract is situated near Jonesville. \$30.00 To *M. B. Garrett*
- 9 - a tract of land in Pocket conveyed to *H. Blankenship* by *James Corbin* - \$23.00 To *F. A. Munsey*

For a more particular description of the said tracts of lands reference is here made to the file of papers of this suit in which is filed as copies of the several deeds describing said lands.

Bids with good person security, bearing interest from the date of sale will be required of the purchasers of the lands to be sold herein. This the 25th day of November, 1902.

Commissioner.

The said Comr. has executed the bond required by law.

A. B. Munsey Clerk.

1- J. F. Murray \$ 40.00
 3- Same 54.00
 4- Same 5.00
 5- Same 54.00

6- M. W. Hegarty 121.50
 7- M. B. Smith 50.00

8- D. P. Mc- 30.00

9- J. F. Murray - 23.00

397.50
54.00
 313.50
29.22
 342.72

54.00
 24.78
29.22

J. W. Munsey -

No 1 -

✓ \$ 4.0.00

"

No 3 -

✓ 54.00

"

" 4

✓ 5.00

"

" 5

✓ 54.00

"

" 9 -

✓ 23.00

250. Noe

30
23

6.90

Blackburn ship -

275

23

725

550

62.25

Haynes -

121

23

363

222

27.8

121.10

27.83

493.67 - 46.83

30. 10

15.05

413.69

16

2798

413

66.08

826

5892

40.00
420
40.8

John Munsey 706 - 1000

23%

20

9.20

176.00

40.00

136.00

23

408

272

31.28

9.20

6.90

62.25

27.83

137.43

2-4 =

413.69

66.08

479.77

826

471.51

79.94

144.43
62.25
256.68

1403-220
1894
4

142
24
568
284
3808

142.31
36
852
36
52.12

Rhop Inf Co -
E. C. & G. H. B.

#142.31 - Amt from Friday 20 1899 -
52.12 Amt -

194.43
81.24
275.67
342.72
617.39) 135370(22)
122498
128920

136.00
81.28
2/10472 52.26
10

471.51 377.50
274.60 47.90
7 191.91 279 60
12

377.50
30000
77050
2

105.00
105.00

150.50 Com
118.82
135.37
24.78
60.58
62.25
97.90

Sale of lands in Lydon M. Ely - Adm'r. Munnery et al -

1/8 undivided half of Catherine Munnery land - Int. of M. E. Woodward - to J. F. Munnery -	4000	4000
5. E. Turner tract of land - F. A. Munnery -	5400	
Henry Marshall " " " " " "	500	
1/2 Int in White Shroals land - " "	5400	
James Sauer land - " "	2300	136 60
M. B. Gerritt land - to M. B. Gerritt	5000	5000
Grayson & Co tract A. M. Grayson -	12150	12150
Alex Martin land - D. R. Noel -	3000	3000
		37700

Blanketship land shown being -	275.67	
2 Jugs & Cots -	62.25	
& Commission -	6.74	
		34466
		72216

J. F. Munnery's Costs - notes	9.20	920
" " " " " "	3080	
F. A. Munnery, Costs - General - rd	31.28	6.67 Four ent
Extra on Turner tract - not paid	2478	5606
M. B. Gerritt Cost rd	1150	1150
A. M. Grayson " not paid	27.83	2783
D. R. Noel " " " "	6.90	690
Blanketship land - " " " "	62.25	6225
		17374

Actual Costs taxes -	11882	
" " " " in Cash 100 -	2478	
Commission on Sales Munnery 19 -	1655	16015

Total Act. Salastogo on Lydon Ely debt		
M. E. Woodward tract -	4000	
Henry Marshall " "	500	
White Shroals land -	5400	
James Sauer land -	2300	
M. B. Gerritt " "	5000	
Grayson tract -	12150	
Alex Martin tract -	3000	
	32350	
Less Cots -	6645	
	25905	

Lydon Ely debt 11/3/1902 -	456.96	
Int to March 3, 1903 -	9.12	46608
		20703
Commission on Return	414	1
		21117 + 30.10 = 241.27
Munnery notes for rent 1st 14 yrs -	103.52	
2nd 2 yrs -	103.51	
Cash -	4.14	21117

F. A. Munnery own -	20	
4 - Cash & Cots	4.14	
John Munnery own -	24.78	
	70	29.82

6.67
24.78
31.45

27.83
25.61
52.44

Memo of

Salvo -

Phos Imp Co

C. C. & J. M. B.

Debt Int from Feb 20, 1899

Int to Feb 20 - 1908

Proctor of Cost of this & Brown debt

142	31
20	08
62	25
238	64

Virginia

At a Circuit Court continued and held
for Lee County at the court house thereof
Tuesday June 4th 1901.

Lydia M. Ely Admrx. Plff

vs

F. A. Munsey, G. W. Blackenship
and M. C. Woodward et al Defs

} In Chy.

This cause came on this day to
be heard upon the bill of complaint
and exhibits filed therewith and it ap-
pearing to the court that said F. A. Munsey
and G. W. Blackenship have been duly sum-
moned for more than fifteen days be-
fore the first day of this term of the
court and that an order of publica-
tion has been duly made and published
as the law requires and they each fail-
ing to appear plead or answer the said
bill of the complaint is taken for
confessed. And upon motion of the
said plaintiff it is adjudged ordered
and decreed that A. M. Goins who
is hereby appointed a Special Commis-
sioner for the purpose after having
reasonable notice to F. A. Munsey
and the attorneys of the plaintiff do
ascertain and report all liens existing
against the lands of F. A. Munsey

and M.E. Woodward and whether or not
the lands of F.A. Munsey and M.E. Woodward
will rent for a sum sufficient
to pay the judgment liens in five
and the priorities of said liens and any
other matter that may be deemed
pertinent by himself and specially
required by any party in interest.
And he will report his action to the
next term of the court and this
cause is continued.

A Copy
Teste: A.B. Munsey Clk.

This contract made and entered into this the 11th day of April, 1903, by and between F.A. Munsey of the one part and John L. Howard and Mollie Howard, his wife, parties of the other part.

Witnesseth that for and in consideration of the sum of One Hundred and Twenty Five dollars, to be paid as follows, to wit: Forty One Dollars to be paid July 1st, 1903, and Eighty Four Dollars to be paid January 1, 1904, with interest on the said payments from the date of this contract, the said party ^{of the first part} has this day sold and delivered to the said Mollie Howard that certain tract or parcel of land which the said F.A. Munsey bought at the sale made by R.L. Pennington Commissioner in the chancery cause of Lydia M. Ely vs F.A. Munsey et al, and known as the S.E. Turner land. It is hereby agreed, and the said F.A. Munsey binds himself to secure a conveyance of the said tract of land from the court to the said Mollie Howard, and agrees to join with the commissioner in making said deed to the said Mollie Howard, and to have his wife also join in the said deed. And it is agreed that in case the said parties of the second part meet the payment of the said first note above mentioned that the said party of the first part shall pay off and discharge the notes due to R.L. Pennington for the remainder of the purchase money still owing upon the said tract of land, and secure the said deed at the next July term of the circuit court for Lee County.

And the said party of the first part hereby retains a vendor's lien for the said purchase money upon the said tract of land until the same has been fully paid.

Witness ^{my} ~~our~~ hands and seals, the day and year first above written.

The A. Munsey Seal.

N^{Ex} Munsey Seal
MARK

Pennington Bros.
ATTORNEYS AT LAW,
JONESVILLE AND PENNINGTON GARVA.

LAND SALE!

Lydia M. Eay Adm'd
vs.
J. A. Munsey & co

IN CHANCERY.

Pursuant to a decree rendered by the Circuit Court of Lee County, Virginia, at the *Mar*.....
1903
term, ~~1897~~....., in the above styled cause, the undersigned will, at public outcry, at the front door of the
Court-house of said county, on the first day of the *April*..... term, *1903*....., of the County
Court of said county, proceed to sell, to the highest and best bidder, on a credit of *192*.....
years..... time, except so much as may be necessary to pay the cost of suit and expense of sale

(which are required to be paid in hand), the following described property: *The western*
half of Lot No 5, in the town of Louisa,
on the South side of Market St,
& between the rear office of R. R. Cunningham
& the Stone House.

W. S. Brownell - \$130.00

For a more particular description of the foregoing property reference is here made to

Bonds with good and approved personal security will be required of the purchaser for the deferred pay-
ments. This the *14* day of *Mar*..... *1903*..... 189

Robert H. Cunningham Commisioner.

The bond required by law has been given, *A. B. Munsey* Clerk.

Lydia H. Sly, Admrx.,
vs.
F.A. Munsey et als,

Plff.)
IN CHY.
Defts.)

EXTRACT FROM DECREE.

***** And upon motion of the said plain-
tiff it is adjudged, ordered and decreed that A.M. Coins, who is here-
by appointed a special commissioner for the purpose, after having
given reasonable notice to F.A. Munsey and the attorneys of the plain-
tiff, do ascertain and report all liens existing against the lands
of F.A. Munsey and M.E. Woodward, and whether or not the land of F.A.
Munsey and M.E. Woodward will rent for a sum sufficient to pay the
judgment liens in five years, and the priorities of said liens, and
any other matter that may be deemed pertinent by himself or special-
ly required by any party in interest. * * * * *

A copy,-- Teste:

..... *A.B. Munsey* Clerk.

COMMISSIONER'S NOTICE.

JONESVILLE, VA., June 28, 1901.

The parties interested in the decree from which the foregoing
is an extract, will take notice that, on the 8th day of July, 1901,
at my office in the town of Jonesville, I shall proceed to execute
the same, when and where they are required to attend, with such books,
papers, vouchers, and evidence as will enable me to comply with the
order of the court.

..... *A.M. Coins*
Special Commissioner.

+++++

Lydia M. Ely, Admr.
vs { In Ely

F. A. Munsey et al.

Court's Notice for
July 8th 1901.

Legal Service accepted

Remington Bros.
Attys

Copy mailed to
F. A. Munsey.

Date of Judgment	By What Court Rendered	Time of Docketing	Name and Description of Parties	Debt, Damages interest and Costs.	Amount and date of Credits.
1897 May 22nd, Peace	Justice of	1897 May 24th,	Couk & Orr Plff. VTS S.E. Turner Deft	Judgment for \$16.32 with inter-) Debt. rest from 1st day of January 1896, until paid & Costs J.P. 1.00 c 25	

A Copy Teste; B. M. Morgan ----- Clerk
(J. Lien D. No. 3, Page 159.)

Cook + Orr
vs
S. E. Turner.

Copy.

"Exhibit A."

Clerk 25-cts

Lydia M. Ely, Admx.

vs : Exceptions to answer of Alexander Martin (Col)

G. W. Blankenship et al.

The plaintiff in this cause excepts to that part of the answer of Alexander Martin (col) which seeks to bring into this suit a tract of land in the town of Jonesville now owned by Robert L. Pennington which he purchased from O. C. Lee and which O. C. Lee it seems purchased from H. C. Joslyn. The said defendant in his answer beginning with line 28 on page 1 continuing to the end of his answer undertakes to allege and set up a parole sale from H. C. Joslyn of said tract of land alleging that said Blankenship purchased said lot either by verbal sale or title bond, he does not know which, ~~said tract of land~~ and paid said Joslyn about one-half of the purchase price and that said Blankenship was put into possession by said Joslyn and that said Blankenship afterwards sold the same to O. C. Lee by verbal sale and procured H. C. Joslyn and wife to convey said lot to said Lee. The plaintiff excepts to all of that part of the answer which refers to said Pennington lot because the said answer does not state that said verbal sale to be such a one as could be enforced against H. C. Joslyn ^u and a Court of equity, and he made to convey said lot to said Blankenship, because the plaintiff is advised that all sales of real estate and transfers thereof must be made in writing unless the purchaser has paid the purchase money and taken possession of the land purchased, made improvements thereon or have become otherwise so situated that he cannot be compensated in damages. The said answer is otherwise objectionable because it does not show how the said Pennington came into possession of the said property and whether or not said Pennington was a purchaser for value and without notice from O. C. Lee. This would certainly be an important inquiry, notwithstanding the fact that the Blankenship deal with Joslyn was such as could be enforced in a Court of Equity on a bill for specific execution; because if said Pennington purchased said property without any notice that George W. Blankenship had a valid and subsisting equity in said property which had not been parted with, such equity is void and of no effect as to said Pennington, because the law makes

void all contracts not in writing made ~~inexpressible~~ for the conveyance or sale of real estate for a term therein of more than five years as to purchasers for valuable consideration without notice. It is important inquiry therefore, to know whether said Pennington is a purchaser for value and without notice.

The plaintiff further except to said answer as to the allegation in respect to the said Pennington lot, because said allegations do not show that at the time of the rendition and docketing of judgments in this cause mentioned the said Blankenship was the owner of or possessed of or entitled to any interest in said land. The bare fact that said Blankenship may have ^{had} as between himself and said Joslyn some equity as to said lot of land if said Blankenship parted with this prior to the rendition of the judgments set out in this cause then the said judgments could not attach to said real estate because he cannot be said to have had any interest therein at the time.

Again the said plaintiff excepts the said answer in so far as it attempts to bring into this suit the said Pennington lot, because the said answer does not show that the said Blankenship had any right or equities in said lot at the time of the rendition of the judgments against him. The plaintiff is advised that ^a mere executory contract with reference to land whereby a party only contracts for an interest in or a conveyance to lands where no title is divested from the original grantor, that no writing is necessary to divest such rights under such executory contract and such rights may be abandoned to the original grantee without such contracts or abandonment being in writing. The registry acts does not require all contracts made in respect to real estate to be registered but only such contracts as are for the sale or conveyance of real estate, unless such contract be one in consideration of merit (See Fourth Minor page 940).

The plaintiff believes that it is the law that where a purchaser buys land and cannot pay for it or does not pay for it and another party buys the same property agreeing to pay off the purchase money that the creditors of the first purchaser cannot subject the land to their judgement because the first purchaser had no inter-

est to which a judgement could attach. (See Case of Straus vs
Bodenker Exr. 86 Virginia page 548, See also 81st Virginia page 331)

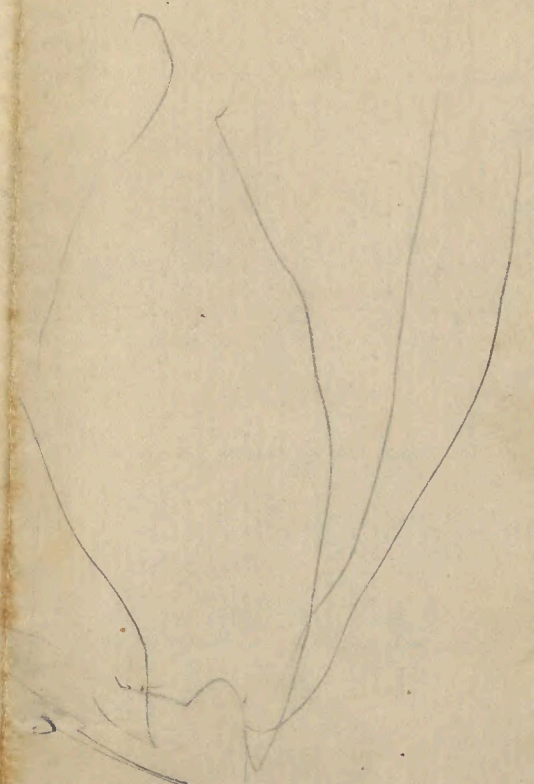
M. G. Ely & P. W. Ely Attys for P. L.

[Faint handwritten notes, possibly a list or ledger, including names like "John", "Mary", "George", "Robert", "William", "James", "Charles", "Henry", "Thomas", "Richard", "John", "Mary", "George", "Robert", "William", "James", "Charles", "Henry", "Thomas", "Richard"]

Lydia M. Ely. Ex-x

no. 33 ³ Oct 1851 to
3rd Aug. of A. Martin.

J. A. Munsey & Co



not to which a judgment could attach. (See case of Ely vs. Munsey & Co. 1851)

Lydia M. Ely Administratrix et alPlaintiff

vs.

In Chancery.

F.A.Munsey et al.....Defendants.

Exceptions to Commissioners Report.

The plaintiff in the above styled cause excepts to so much of the report of Commissioner A.M.Goins filed on the 18th day of October, 1902, in so far as it reports that the conveyance made by G.W.Blankenship and wife to C.C.Blankenship jr. and Emma Blankenship, his wife, is valid;

And said report is further excepted to because said Commissioner reports that the deed of trust executed by C.C.Blankenship, jr. and wife to James W.Orr, trustee for the benefit of J.T.Blankenship is valid and that complainants judgment is not a lien against said land

Lydia M. Ely admr
By caputelo
1902

Lydia M. Ely adun. et al.,
vs. { Exceptions to Com-
missioner's Report.
A. B. Munsey et al.

Filed in Open Court
and by leave thereof
Nov 6th 1902.

A. B. Munsey Clerk

Lydia M. Ely, administratrix &c.

vs.

F. A. Munsey et al

Exceptions to Commissioner's report.

The defendant, Alexander Martin, (Col) excepts to so much of the report of A.M. Goins, Commissioner, filed in the 18th day of Oct., 1902, as reports that G.W. Blankenship was the owner of a one-half undivided interest in an 8 acre tract of land conveyed to him by C.T. Duncan and wife and Mat Sims and wife as shown by exhibited 2 1/2 filed with the papers in this cause, and which was afterwards conveyed by said G.W. Blankenship and wife to this defendant, and that the judgments of Julia A. Bowman and G.H. Ely are liens upon this tract of land.

said deed from C.T. Duncan and wife and Mat Sims and wife ~~to~~ does not convey to said G.W. Blankenship a one-half undivided interest in said tract of land, but conveyed the same to "G.W. Blankenship & S.O. Blankenship or the survivor of them", and said judgments are only a lien upon such interest as said Blankenship owned in said land before the conveyance of the same by himself and wife to this defendant.

Geo. P. Cridlin, for
Def't Alex Martin.

Lydia M. Ely admr. &c.
vs. { Ind. Ely.

F. A. Munsey et al

Exceptions to Court's
report No 2. by
Alex Martin, Deft.

In the Clerk's Office of the Circuit Court of the County of
Lee

Lydia M. Ely Admx
against

Plaintiff ,

L. A. Munsey et als

Defendant .

This day M. H. Ely personally appeared
before me A. B. Munsey Clerk of the said Court,
and being duly sworn, made oath that M. E. Woodward, J. T. Blankenship
and W. F. A. Gregory
defendant§ in the said suit are not resident§ of the State of Virginia,

Given under my hand as Clerk of the said Court, this 23rd day of January 1902.

A. B. Munsey Clerk

Lydia M. Ely Admx

vs. }

AFFIDAVIT FOR ORDER
OF
PUBLICATION.

L. A. Munsey et al

M. G. Ely & P Bros. p. q.

Filed Jan'y 23rd 1902
A. B. Munsey Clerk

In the Clerk's Office of the Serjeant- Court of the County of
Lee:

Lydian M. Eey-Almox.
against

Plaintiff ,

M. E. Woodwards et al.

Defendant s.

This day Robt L. Pennington personally appeared
before me A. B. Munsey Clerk of the said Court,
and being duly sworn, made oath that M. E. Woodwards ~~is~~

defendant in the said suit is not resident of the State of Virginia,

Given under my hand as Clerk of the said Court, this 14th day of Jan'y 1901.

A. B. Munsey Clerk

Lydia M Ely Admx

vs. {

AFFIDAVIT FOR ORDER
OF
PUBLICATION.

F. A Munsey et al

Permington Bros p. q.

Filed Jan'y 14th 1901

A. B. Munsey Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee

A. M. Cook & M. E. Orr late partners
in trade under the style & firm name
of Cook & Orr
against

Plaintiff S,

In Chancery

S. E. Turner. G. M. Blankenship and
M. M. Gregory
Defendant S.

This day H. L. Woodward personally appeared
before me, A. B. Mursey Clerk of the said Court,
and being duly sworn, made oath that S. E. Turner

defendant in the said suit is not a resident of the State of Virginia,

Given under my hand as Clerk of the said Court, this 24th day of January

1892

A. B. Mursey Clerk

Leak & Or

vs. {

AFFIDAVIT FOR ORDER
OF
PUBLICATION.

S. E. Turner et al

H. L. Woodward p. q.

Filed January 24 1902
A. B. Munsey Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee on the 13th day of January 1903.

against Lydia M. Ely Admrx Plaintiff

In Chancery

G. W. Blankenship et al. Defendants

The object of this ~~sua~~ Amended bill is to extract and perfect the title to the Western half of the Lot known as the Old Hotel Lot, or David Smith Lot, situated on the South Side of Main Street in the town of Jonesville, and was sold by Richmond and Our Commissioners appointed to sell the real estate of M. D. Richmond deceased, and bought in by E. W. R. Ewing and G. W. Blankenship and transferred to J. W. Orr; and to enforce the judgment of the plaintiff and others against the said Lot.

And an affidavit having been made and filed that the defendant E. W. R. Ewing

is ^a not resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the South-West Virginian, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

Ely & Permington Bros p. q.

A. B. Mursey Clerk.

Legdia M Ely Adminr

vs. {

ORDER OF
PUBLICATION.

G. W. Blankenship et al

In the Clerk's Office of the Circuit Court of the County of
Lee on the 24th day of January 1902
A. M. Cook & W. E. Orr late partners
in trade under the style & firm name
of Cook & Orr Plaintiff S,
against

S. E. Turner, G. M. Blankenship and
N. M. Gregory Defendant S

In Chancery

The object of this suit is to enforce the lien of judgment obtained
~~against the land which was assigned to S. E. Turner in the partition~~
by the plaintiffs against S. E. Turner and to set
aside a deed made by S. E. Turner to G. M. Blankenship
and to set aside a deed, and declare void a sale
made by said G. M. Blankenship to N. M. Gregory
which deeds and sale, are claimed by the plaintiffs
to be void as to their judgment, because not
made and executed, nor recorded until after
their said judgment had been obtained and
docketed.

And an affidavit having been made and filed that the defendant S. E. Turner

^a is not resident of the State of Virginia, it is ordered that he do appear here within fifteen days
after due publication hereof, and do what may be necessary to protect his interest in this suit. And
it is further ordered that a copy hereof be published once a week for four weeks in the Pennington
Gap News, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

H. L. Woodward p. q.

A. B. Munsey Clerk.

Bank V Dr

vs. }

ORDER OF
PUBLICATION.

S. E. Turner et als

Virginia Lee County to-wit:
I A B Munsey Clerk of the
Circuit Court for Lee County
do hereby Certify that I posted
a copy of the within order of
publication at the front door
of the Court-house of Lee
County on the first day of
the February term of the
County Court of Lee County
Given under my hand
this the 24th day of Feby 1902
A B Munsey Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee on the 23rd day of January 1902

against Leidia M. Ely Admrx Plaintiff

In Chancery

F. A. Mursey et al Defendant

The object of this suit is to enforce the judgment lien of the plaintiff on a judgment rendered in favor of G. H. Ely now deceased against F. A. Mursey, M. E. Woodward and G. M. Blankenship, and to set aside the deeds made by G. M. Blankenship to L. L. Blankenship & Emma Blankenship, and the deed made by G. M. Blankenship & wife to John Roberts, and the deed of G. M. Blankenship & wife to N. W. Gregory, and the deed of the same to W. F. A. Gregory, and the deed of the same to M. B. Garrett, and the deed of the same to Alex Martin (Col)

And an affidavit having been made and filed that the defendant M. E. Woodward
J. L. Blankenship and W. F. A. Gregory
are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And
it is further ordered that a copy hereof be published once a week for four weeks in the Pennington
Gap News, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

M. E. Ely & Pennington Bros p. q.

A. B. Mursey Clerk.

Lydia M. Ely Admrx

vs. {

ORDER OF
PUBLICATION.

F. A. Munsey et al

*Virginia Lee County Es-ent
I A. B. Munsey Clerk of
the Circuit Court for Lee
County do hereby Certify
that I posted a copy of
the within at the front
door of the Court-house
on the 1st day of the February
term of the County Court
of said County
Given under my hand
this the 19th day of Feb
1902.*

A. B. Munsey Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee on the 2nd day of February 1891.

against Lydia M Ely Admx Plaintiff

In Chancery

L. A. Munsey, M. E. Woodward & Geo. W. Blankenship Defendant

The object of this suit is to enforce the judgment lien of the plaintiff
for the sum of \$413.69 with interest from the 9th day of
August 1900, till paid, against the lands of L. A. Munsey
and M. E. Woodward

And an affidavit having been made and filed that the defendant M. E. Woodward

^a
not resident of the State of Virginia, it is ordered that She do appear here within fifteen days
after due publication hereof, and do what may be necessary to protect her interest in this suit. And
it is further ordered that a copy hereof, be published once a week for four weeks in the South-West
Virginian, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the Circuit Court.

A copy—Teste:

Permonington Bros p. q.

L. A. Munsey Clerk.

Lydia M Ely Admx

vs. }

ORDER OF
PUBLICATION.

F. A. Munsey et als

Virginia Lee County to-wit
I A B Munsey Clerk of
the Circuit Court of Lee
County do hereby Certify
that I posted a copy of
the within order of
Publication at the front
door of the Court office
County on the 1st day of
the February term of
County Court of said
County.

Given under my hand
this the 19th day of Feby
1901

A B Munsey Clerk

The Commonwealth of Virginia,
Sergt of the City of Bristol Va

To the ~~Sherriff of the County of Lee~~, Greeting:

WE COMMAND YOU, That you summon *S. E. Turner, G. W. Blankenship*
and N. M. Gregory and Lydia M Ely Admins of the
estate of G. W. Ely deceased,

to appear at the ~~Clerk's office of the~~ Circuit Court of the County of Lee, *on the 1st day of the March term*
at the rules to be held for the
Petition
of said court, ~~on the~~ *Monday in* 1902, to answer a ~~bill~~ in

chancery exhibited against *them* in our said court by *A. M. Cook*
and W. E. Orr late partners in trade under the
style & firm name of Cook & Orr

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the *24th* day of *January* 1902, and in the 12 *6th* year of the Common-
wealth. A copy, Teste:

A. B. Munsey Clerk.

Clerk.

Serve copy on
Geo. W. Blankenship

Serjt of Bristol

Bank & Orr

VS.

SUBPOENA
IN CHANCERY.

G. W. Blankenship et al

H. L. Woodward p. q.

To 1st day of March

Term Circuit Court 1902

Executed as to George W.
Blankenship by delivering
him an office copy
hereof in the city of
Bristol Va.

February 13th 1902.

J. W. H. Rose
Sergt.
Bristol Va.

The Commonwealth of Virginia,

Serjt of the City of Bristol Va
To the ~~Sheriff of the County of Lee~~, Greeting:

WE COMMAND YOU, That you summon *F. A. Munsey, George W Blankenship*
M. E. Woodward, L. L. Blankenship Jr, John Roberts, M. B. Garrett
Alex Martin (Col) N. W. Gregory, Emma Blankenship, James W
Or. Luster, J. L. Blankenship & W. F. A. Gregory

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the
said court, on the *3rd* Monday in *February* 1902, to answer ^{*an amended*} a bill in

chancery exhibited against *them* in our said court by *Lydia M*
Ely Admrx of the estate of G. H. Ely deceased

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the *23rd* day of *January* 1902, and in the 126th year of the Common-

wealth.

A copy, Teste:

A. B. Munsey Clerk.

~~Clerk.~~

Lydia M. Ely, Admrx
vs. } SUBPCENA
IN CHANCERY.

F. A. Munsey et als

M. G. Ely & P Bros p. q.

To 2nd Feby Rules.
1902. Circuit Court.

Executed as to George
W. Blankenship by
delivering him an
office copy hereof, in
the city of Bristol Va,
January 27th 1902.

Jno. H. Gose
Sergt. Bristol Co.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*F. A. Munsey, G. W.
Blankenship & M. E. Woodward,*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the
said court, on the *3rd* Monday in *February* 1901, to answer a bill in

chancery exhibited against *them* in our said court by *Lidia M.
Ely Admrx of G. H. Ely deceased*

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the *14th* day of *January* 1901, and in the 12⁵ year of the Common-
wealth.

A copy, Teste:

A. B. Munsey Clerk.

Clerk.

Lydia M Ely Admrx
vs. } SUBPENA
IN CHANCERY.

F. A. Munsey et als

Pennington Bros P. q.

To 2nd February Rules.

Circuit Court.

Feb 9 = 1901

Executed by
Delivering a copy
to J. A. Munsey
a copy of the
within J. R. McDonald D. C. for

H. J. Milham

The Commonwealth of Virginia,

Sargeant of the City of Bristol Va
To the ~~Sheriff of the County of Lee~~ Greeting:

WE COMMAND YOU, That you summon

Blankenship & M. E. Woodward
L. A. Munsey, G. W.

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the
said court, on the 3rd Monday in February 1901, to answer a bill in

chancery exhibited against

them

in our said court by

Lydia M
Ely

And have then there this writ.

Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the

14th

day of

January

1901,

and in the 12th year of the Common-

wealth.

A copy, Teste:

A. B. Munsey

Clerk.

Clerk.

I hereby accept-leave service of the
within successors. This 10th day of June
1901.

G. W. B. Bunker

Lydia M. Ely Admrx
vs. }

SUBPOENA
IN CHANCERY.

F. A. Munsey et al

Permyington Bros P. Q.

To 2nd Feby Rules.

Leircut Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Geo. W. Blankenship*
James W. Orr, E. M. R. Erving and W. S. Lerwell
Josephus Graber & The Chicago Building & Manufacturing
Co. as in ex parte -

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the *1st* Monday in *February* 190*3*, to answer an
amended bill in chancery exhibited against *them* in our said court by
Leidia M. Ely Admr of the Est of Geo. H. Ely decd,

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the *13th* day of *January*, 190*3*, and in the *127th*
year of the Commonwealth.

A. B. Munsey, Clerk.

Lydia M Ely administratrix

vs. } SUBPOENA
IN CHANCERY.

Hes. W. Blankenship et al

M. S. Ely & P. B. Prop. q.

To John T. Leby Rules.

1903. Circuit Court.

Legal Service of the
within summons
is hereby accepted
this Jan'y 13, 1902

Red Pennington att'ny
for W. S. Brown

James W Orr

G. W. Blankenship

By J. W. Orr

M. S. Ely, att'ny for Josephus. W. Orr

Legal service of the within writ is hereby
Accepted: Feb- 4th/1903.
The Chicago Building Manufacturing
-Co
By James W Orr, att'y.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *F. A. Munsey, George W. Blankenship*
M. E. Woodward, C. C. Blankenship, Jr. John Roberts, M. B. Garrett
Alex Martin, Col. N. W. Gregory, Emma Blankenship, James W.
Our Trustee, J. T. Blankenship & M. F. A. Gregory

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the
said court, on the *3rd* Monday in *February* 1902, to answer ^{an amended} bill in

chancery exhibited against *them* in our said court by *Lydia M.*
Ely Admx of the estate of G. H. Ely deceased

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,
the *23rd* day of *January* 1902, and in the 126th year of the Common-
wealth. A copy, Teste: *A. B. Munsey* Clerk.

A. B. Munsey

~~Clerk~~

CERTIFICATE.

I hereby certify that the within
Legal notice was published four
consecutive weeks in the PENNING-
TON GAP NEWS, a weekly News
paper published in this State, be-
ginniug Jan. 24th and ending
October the 1901.

February 14th 1902.

W. K. Hopkins, Editor

In the Clerks Office of the Circuit
Court of the County of Lee on the
23rd day of January 1902.

Lydia M. Ely Admrx. plaintiff
against In Chancery

F. A. munsey et als defenbants

The object of this is to enforce
the Judgement lien of the plaintiff on
a Judgment rendered in favor of G.
H. Ely now deceased against F.
A. Munsey, M. E. Woodward and
G. W. Blankenship and to set aside
the deeds made by G. W. Blanken-
ship to C. C. Blankenship and
and Emma Blankenship, and the
deed made by G. W. Blankenship
and wife to John Roberts, and the
deed of G. W. Blankenship and wife
to N. W. Gregory; and the deed of
the same to W. F. A. Gregory and
the deed of the same to M. B. Gar-
rett and the deed of the same Alex
Martin (Col)

And an affidavit having been
made and filed that the defendants
M. E. woodward, J. T. Blanken-
ship and W. F. A. Gregory are not
residents of the State of Virginia. it
is ordered that they do appear here
within fifteen days after due publica-
tion hereof. and do what may be
necessary to protect their interest in
this suit. And it is futer ordered
that a copy hereof be published once
a week for four weeks in the Penn-
ington Gap News and that a copy be
posted at the front door of the the
court house of this County on the
first day of the next term of the
County Court.

A copy—Teste:

M. G. Ely & Pennington Bros p. q.

A. B. Munsey Clerk.

Lydia M Ely admrx
vs } Order Publication
F. A. Munsey et al

\$5.00

CERTIFICATE.

I hereby certify that the within
Legal notice was published four
consecutive weeks in the PENNING-
TON GAP NEWS, a weekly News
paper published in this State, be-
ginning *Jan. 24th* and ending
October the **1901.**

Feb. 14th 1902

W. K. Copple, Editor

In the Clerks Office of the Circuit
Court of the County of Lee on the
24th day of January 1902.

A. W. Couk & W. E. Orr late war-
tners in trace under the style and
firm name of Couk & Orr., Plaintiffs

against

In Chancery

S. E. Turner, G. W. Blankenship
and N. W. Gregory Defendants.

The object of this suit is to enforce
the lien of a juddement obtained by
the plaintiffs against S. E. Turner,
against the lands which were assign-
ed to S. E. Turner in the partition
of the real estate of Joel Turner de-
ceased, and to set aside a deed made
by S. E. Turner to G. W. Blanken-
ship, and to set aside a deed and
decare void a sale made by said
G. W. Blankenship to N. W. Greg-
ory, which deed and sale are claimed
by the plaintiffs to be void as to
their Judgment because not made
and executed, nor recorded untill
after their said Judgment had been
obtained and docketed.

And an affidavit having been made
and filed that the defendant S. E.
Turner is not a resident of the State
of Va. it is ordered that he do ap-
pear here within fifteen days after
due publication hereof, and do what
may be necessary to protect his inter-
est in this suit. And it is futher or-
dered that a copy hereof be publi-
ed once a week for four weeks in the
Penninton Gap News and that a
copy be posted at the front door of
the court house of this County on
the first day of the next term of the
County Court.

A copy—Teste:

H. L. Woodward p. q.

A. B. Munsey Clerk

T. M. Leach et al
vs } Order Publication
D. E. Turner et al

CERTIFICATE OF
ORDER OF PUBLICATION.

I, A. M. Goins, Editor of the SOUTH-
WEST VIRGINIAN, a weekly newspa-
per published at Jonesville, Lee County,
Va., do hereby certify that the annex-
ed notice was published in said paper
once a week for four successive weeks,

commencing on the 7th day of
February, 1901.
A. M. Goins, EDITOR.

FEE, \$5 $\frac{40}{100}$

Order of Publication.

VIRGINIA—In the Clerk's Office of the
Circuit Court of the County of Lee on
the 2nd day of February, 1901

LYDIA M. ELY, Admrx. Plaintiff,
against

F. A. MUNSEY, M. E. WOODWARD
and Geo. W. Blankenship, Dfts.

In Chancery.

The object of this suit is to enforce the
judgment lien of the plaintiff for the sum
of \$413.69 with interest from the 8th day
of August, 1900, till paid, against the lands
of F. A. Munsey and M. E. Woodward.

And an affidavit having been made and
filed that the defendant M. E. Woodward is
not a resident of the State of Virginia, it
is ordered that she do appear here within
fifteen days after due publication hereof,
and do what may be necessary to protect
her interest in this suit. And it is further
ordered that a copy hereof be published
once a week for four week in the South-
west Virginian, and that a copy be posted
at the front door of the court-house of this
county on the first day of the next term of
county court.

A copy—Teste:

A. B. MUNSEY, Clerk.

Pennington Bros., p. q.

2-7 -014t

ORDER OF PUBLICATION.

Lydia M. Ely, Admr.

VS.

IN CHANCERY.

F. A. Munsey et al.

FEE

\$5-⁴⁰/₁₀₀

**CERTIFICATE OF
ORDER OF PUBLICATION.**

We, C. S. Cox and C. R. Sprinkle,
Editors of the SOUTHWEST VIRGINIAN,
a weekly newspaper published at Jones-
ville, Lee county, Virginia, do hereby
certify that the annexed notice was
published in said paper once a week
for four successive weeks, commenc-
ing on the 24th day of

January 1903.
C. S. Cox
C. R. Sprinkle } EDITORS.

FEE, \$ 7.00.

ORDER OF PUBLICATION

VIRGINIA—In the Clerk's Office of the
Circuit Court of the County of Lee on
the 13th. day of January 1903
Lydia M. Ely Admrx Plff. }
vs, } IN CH'Y.
Geo. W. Blankenship et al. }
Def'ts.

The object of this amended bill is to
extract and perfect the title to the western
half of the lot known as the old Hotel
lot, or David Smith lot, situated on the
south side of Main Street in the town
of Jonesville, and was sold by Richmond
& Orr Commissioners appointed to sell
the real estate of M. D. Richmond de-
ceased, and bought in by E. W. R.
Ewing and G. W. Blankenship, and
transferred to J. W. Orr; and to en-
force the Judgment of the plaintiff and
others against the said lot. And an affi-
davit having been made and filed that
the defendant, E. W. R. Ewing, is not
a resident of the State of Virginia, it
is ordered that he do appear here within
fifteen days after due publication hereof
and do what may be necessary to protect
his interest in this suit. And it is further
ordered that a copy hereof be published
once a week for four weeks in the South-
west Virginian, and that a copy be posted
at the front door of the court-house of this
county on the first day of the next term of
county court.

A copy /—Teste:

A. B. MUNSEY

Ely & Pennington Bros., p. q 4 1-24

Order of Publication

Lydia M. Elg

vs. } In Chancery

Geo. W. Blankenship et al.

Fee \$ 7.00

Edna M. Allen
vs

J. A. Manning vs

Deer Final Sept.
Term 1905.

Plffs Costs
Clerk 22.01
Sheriff 9.00
Atty 15.00
Printer 5.40
" Disphs 5.00
Comm 43.50
County Clerk 9.25
Estimated 10.00

\$118.62

Bank & Orr
vs
S. E. Turner
Clerk 6.18
Tax 1.50
Shff 1.50
Atty 5.00
Printer 5.00
Co Clerk 60
Estimated 5.00

\$24.78

Plffs Costs
Clerk 22.67
Shff 8.00
Atty 15.00
Printer 10.40
Comm 43.50
County Clerk 9.25
Estimated 10.00

\$118.82

Bank & Orr vs S. E. Turner
Costs Clerk 6.18
Tax 1.50
Shff 1.50
Printer 5.00
Atty 5.00
Co Clerk 60
Estimated 5.00

\$24.78